

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, JANUARY 11, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: 312 626 6799

Meeting ID: 863 9678 5871

Written Public Comments Can Be Submitted By 5:15 pm on January 11, 2021 to mmertens@willowbrook.il.us

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 - Special Village Board Meeting - December 14, 2020 (APPROVE)
 - c. Monthly Financial Report - December 2020 (APPROVE)
 - d. Warrants - \$472,746.85 (APPROVE)
 - e. ORDINANCE NO. 21-O-01 - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
 - f. MOTION - A Motion to Approve the 2020 Motor Fuel Tax (MFT) Roadway Maintenance Program and Village Hall Parking Lot - Pay Estimate No. 2 (FINAL) - Brothers Asphalt Paving, Inc. (PASS)

- g. RECEIVE - Receive Plan Commission Recommendation - Public Hearing Case 20-12: Consideration of a petition to rezone the subject property from the R-1 Single Family Residence District to the R-2 Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The applicant proposes to subdivide the existing R-1 zoned single-family lot into two separate R-2 zoned single-family lots. (RECEIVE)
- h. ORDINANCE NO. 21-O-02 - An Ordinance Approving and Authorizing the Execution of a Termination of a Memorandum of Agreement (PASS)
- i. RESOLUTION NO. 21-R-02 - A Resolution Approving and Authorizing the Execution of a Two-Year Independent Contractor Agreement for Code Enforcement Services (ADOPT)

NEW BUSINESS

- 6. ORDINANCE NO. 21-O-03 - An Ordinance Amending Section 9-6-1 Entitled "General Conditions" of Chapter 6 Entitled "Business Districts" and Section 9-12-10 Entitled "Temporary Uses" of Chapter 12 Entitled "Accessory Uses and Home Occupations" of Title 9 Entitled "Zoning Regulations" of the Municipal Code of the Municipal Code of the Village of Willowbrook (PASS)

PRIOR BUSINESS

- 7. TRUSTEE REPORTS
- 8. ATTORNEY'S REPORT
- 9. CLERK'S REPORT
- 10. ADMINISTRATOR'S REPORT
 - a. Expenditure in Excess of \$5,000: Replacement of the Existing Lighting Systems with LED Lighting at the Village of Willowbrook Public Works Facility Through a ComEd Enhancement Grant (\$5,804.00)

11. MAYOR'S REPORT
12. CLOSED SESSION
- Collective Bargaining 5 ILCS 120/2 (c) (2)
13. RESOLUTION NO. 21-R-03 - A Resolution Approving and Authorizing the Mayor to Execute and Authorizing the Village Clerk to Attest to, On Behalf of the Village of Willowbrook, A Three (3) Year Collective Bargaining Agreement Between the Village of Willowbrook and the Illinois FOP Labor Council (ADOPT)
14. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, DECEMBER 14, 2020, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:31 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Trustee Michael Mistele and Trustee Umberto Davi.

Present Via conference call, due to the COVID-19 Pandemic, were Trustees Sue Berglund, Gayle Neal, Paul Oggerino, Greg Ruffolo, Clerk Deborah Hahn, Village Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Michael Mertens, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kasper, Public Works Foreman Andrew Passero, Building Official Roy Giuntoli and Consultant Derek Hubbartt from GHD.

Absent: Deputy Clerk Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Davi to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented 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 - Regular Board Meeting - November 23, 2020 (APPROVE)
- c. Monthly Financial Report - November 2020 (APPROVE)
- d. Warrants - \$728,551.35 (APPROVE)

- e. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 Ordinance No. 20-O-63 (PASS)
- f. MOTION - A Motion to Approve the Fiscal Year 21/22 Budget Schedule (PASS)
- g. MOTION - A Motion to Approve the Calendar Year 2021 Payment to Intergovernmental Risk Management Agency (PASS)
- h. RECEIVE - Plan Commission Recommendation: Zoning Hearing Case 20-10: Consideration of a Petition for a Text Amendment to Amend Sections 9-6-1(b) and 9-12-10 of Title 9 - Zoning Title of the Village of Willowbrook Municipal Code Regarding the Outdoor Display of Merchandise (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. RESOLUTION - A Resolution of the Village of Willowbrook Approving and Accepting a Proposal from GHD Services, Inc. For Review of Environmental Investigation and Remediation Activities at 7775 S Quincy Street, Willowbrook Illinois at a Cost Not-To-Exceed Ten Thousand Five Hundred Dollars (\$10,500.00) (ADOPT)

Administrator Pabst shared that the Sterigenics building located at 7775 South Quincy Street reported a spill containing ethylene glycol to the IEPA in 2013 resulting in a no further remediation (NFR) letter from the IEPA in 2014. However, there was a second spill on August 23, 2018 of ethylene glycol at the 7775 Quincy. As reported by Sterigenics, this spill was approximately 1,700 gallons of a liquid containing water, ethylene glycol and sulfuric acid. Sterigenics reported that only 7 to 27 gallons of this liquid went into the soil while the majority was captured in their containment pit. The first remediation attempt was unsuccessful and another attempt at removing all contaminated soil will be conducted as a part of this building permit. The location of the

spills has been in the northeast corner area of the building however, it is unknown at this time if the contamination of soil or groundwater traveled to neighboring properties. Staff is recommending that the Village utilize an environmental expert to review all documentation pertaining to the first spill in 2013 and the second spill in 2018 and conclude whether there is enough information available to indicate that the spills on the site may have resulted in soil and groundwater contamination to areas outside of the Sterigenics property line. Should information be available that indicates the spill event may have resulted in impacts to Village owned property, as a second step, GHD will prepare a work plan to perform investigation activities on Village owned property.

Mayor Trilla asked if the cost will cover the perimeter or the Village property?

Administrator Pabst responded that the first part of the project is to analyze all the relevant documents and make the determination of additional activities the Village should consider. For the second part, I will let the Consultant Derek Hubbartt explain the process.

Consultant Hubbartt stated they would analyze the environmental documents and information on spills. Analyze where the dilatation is. This would provide information on both adjoining properties and the Village owned property.

Trustee Davi asked Consultant Hubbartt to explain the process.

Consultant Hubbartt responded that the first part is to analyze the data and the second part is to develop a work plan to conduct additional investigation that may be necessary.

Trustee Davi what happens if they do not agree with our assessment?

Consultant Hubbartt stated the purpose of this is to evaluate the potential impact on the Village property.

Trustee Davi ask if Brian could add to that?

Administrator Pabst added we would not need their permission to do this analysis off their property. The analysis is to protect our interest.

Attorney Bastian added that we need the information to determine what further action, if any, is necessary. If there is contamination on the Village property, we will expect Sterigenics to remediate.

MOTION: Made by Trustee Berglund and seconded by Trustee Oggerino to adopt Resolution No. 20-R-56 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A Resolution Approving and Authorizing the Purchase of One (1) Card Access System for the Willowbrook Village Hall at a Cost Not-To-Exceed \$10,710.00 (ADOPT)

Public Works Foreman Passero shared that the card access system for the Village Hall is outdated and in need of upgrading. The Village Hall front access door cannot be opened with the current card system and new access cards cannot be made for new personnel. Staff is recommending that the Village consider upgrading to the card access system to match the system that is currently being utilized at the Willowbrook Police Department. Staff investigated other vendors and systems as a replacement door card access option. The installation of an alternate system would require new readers at each door and the replacement of the entire door lock system in conjunction with an alternate programming system. This option would be more costly for the Village as well as having two separate system to maintain at the Village Hall and Police Department.

Public Works staff recommends upgrading the card access system to the same system that is used in the Police Department for consistency in training, parts and a system that is well received by the department an amount not-to-exceed \$10,710.00.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele Berglund to adopt Resolution No. 20-R-57 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A Resolution to Approving and Authorizing the Execution of an Intergovernmental Agreement Between the Village of Willowbrook and County of DuPage For the Installation of Folding Stop Signs (ADOPT)

Public Works Foreman Passero stated any time there is an emergency

at a county intersection Public Works staff or the Police Department is called out and unfold the stop signs when there is a power loss to the traffic signals. The Village of Willowbrook is responsible for the entire cost of installing and maintaining the emergency folding stop signs. The agreement also requires that the Village of Willowbrook indemnify, hold harmless and defend DuPage County from and against any liability, claims, etc.

The DuPage County Board authorized the Director of Transportation County Engineer to sign the Intergovernmental Agreement going forward. This agreement will allow Public Works to oversee the intersections stated in the agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 20-R-58 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A Resolution Approving and Authorizing the Execution of a First Amendment Agreement with Groot Industries, Inc. to Provide Residential Scavenger Services to the Village of Willowbrook (ADOPT)

Assistant Administrator Mertens stated the Village over the years has contracted a twice-a-year brush collection program for all single-family homes within the community. The program is funded through what is called a "pass-through" collection fee that was in our contracts with Republic Services and now Groot Industries. The past contracts the Village had with Republic Services called for the contractor to bill the residents a minimum monthly pass-through surcharge for the Village brush collection program. The old rate in the Republic Services contract was billed at \$2.16 per household, per quarter. The new contract with Groot Services adjusted the pass-through rate to \$4.35 per household, per quarter. This amount was updated to cover the current Village cost for the spring and fall brush collection program. The Village then applies that pass-through collected fee to pay a separate contractor to perform the twice-a-year brush collection program for the single-family homes. The Village received several calls from residents questioning their Groot Industries bill regarding the brush collection.

The Current Brush Collection occurs in the Spring and the Fall and is contracted out to D. Ryan Tree & landscaping at a cost of

\$31,200 per year. Some residents complained that they do not use the program. This item was discussed at the November 23, 2020 Municipal Services Committee. Staff offered the following options for consideration for moving forward with the 2021 Village Brush Program:

- 1) Keep the program as currently design as highlighted above.
- 2) Modify the program to once a year brush collection program and billed twice a year at \$4.35/single family home.
- 3) Convert to a Village funded program.
- 4) Convert the program, being with the fall brush collection, to a sticker program through Groot industries. In this program the brush and branches must be bundled with twin and may not exceed 4 feet in length or 2 feet in diameter. Individual branches should not exceed 4 inches in diameter. Bundles should not exceed 40 pounds each.
- 5) Remove Groot Industries from the Brush Collection billing starting in the 1st quarter 2021. The Village takes over the billing at \$4.35 / quarter, starting in the 2nd quarter 2021. Create an Opt-Out program for residents who do not use the brush collection program.

Upon discussion, the consensus of the Committee was to recommend that the Village Board keep the level of service for the program the same for 2021 but have the Village of Willowbrook take over the full funding of the brush collection program moving forward. Additionally, the Committee recommend that upon Village Board consideration that a letter be mailed to the single-family homeowners explaining the funding enhancements to the program (attached). The attached Resolution removes the pass-through fee from the Groot Service contract.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution No. 20-R-59 as presented.

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

MOTION DECLARED CARRIED

10. DISCUSSION - Discuss Water Late Fees During the Covid-19 Restore Illinois Tier 3 Mitigation Phase (DISCUSS)

Assistant Administrator Mertens advised that on March 20, 2020 Governor Pritzker issued an Executive Order in response to the Covid-19 pandemic, No. 2020-10. This executive order established a stay-at-home order, social distancing requirements and a cessation of non-essential business operations. The stay-at-home directives, locally and nationally, have caused the furloughs

and layoffs of millions of people. During this COVID-19 pandemic shutdown, staff was directed to hold off on issuing water billing late fees and performing water shutoffs. During this time, the Village paused late fees and shutoff penalties for the months of March, April, and May 2020 for residential and commercial accounts.

The State of Illinois entered Stage 4 of the Restore Illinois Plan on Friday June 26, 2020. The Municipal Services Committee discussed the moratorium on water late fees and water shutoffs at their June 22, 2020 Committee meeting. Upon discussion of the subject matter, the consensus of the Committee was to resume normal billing activities starting with the July billing cycle. The Village Board was advised that the late fees for March, April and May would be waived for the three-month period and the normal billing process resumed with the July billing cycle.

On November 10, 2020, the Governor issued Executive Order 2020-70 further tightening restrictions on bars, restaurants, and social gatherings to help mitigate the spread of COVID-19. On November 20, 2020, the Governor implemented Tier 3 Resurgence Mitigation restrictions to combat the exponential growth of COVID-19 within the State. Payments are due 30 days after the bill is issued. On the 31st day, a 10% penalty is added to any unpaid accounts giving the account holder an additional 15 days to pay before a shutoff letter is mailed and \$25 is added to their account. The shutoff date for said letter is the day after the following second Monday of the month board meeting. If payment is not made, water is shut off and a \$70 fee is added to the account. Residential properties are billed quarterly over three (3) billing cycles.

Staff is seeking feedback from the Village Board on a short-term moratorium for water late fees and shutoffs during the State of Illinois Tier 3 Resurgence Mitigation restrictions.

Upon discussion, the Village Board directed that there should be no late fees until further notice and the keep the Village Board updated on the status of the subject.

PRIOR BUSINESS

11. TRUSTEE REPORTS

Trustee Neal reported that the recent evaluation on the traffic study that was done on Eleanor Place that was done in October was revised. One of the homeowners noticed a math error on the calculations. We have received a corrected recommendation with

the revised calculation. This will be discussed at the January Public Safety meeting.

Trustee Ruffolo had no report.

Trustee Mistele had no report but wished everyone a Merry Christmas and Happy New Year to all .

Trustee Berglund had no report but wished everyone a Blessed Christmas and a Happy New Year.

Trustee Davi had no report but wished everyone Happy Holidays.

Trustee Oggerino Merry Christmas to everyone.

12. ATTORNEY'S REPORT

Attorney Bastian had no report wished everyone a happy and safe holiday.

13. CLERK'S REPORT

Clerk Hahn stated today was the first day to turn in the packets for the election and collection will continue until Monday, December 21, 2020 at 5:00 p.m.

14. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

15. MAYOR'S REPORT

Mayor Trilla related to everyone to have a safe, healthy Christmas and New year.

16. CLOSED SESSION

No need for closed session tonight.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:14 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2020.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.



MONTHLY FINANCIAL REPORT
DECEMBER 2020

RESPECTFULLY SUBMITTED BY:

Frank A. Trilla, Mayor

Carrie Dittman, Director of Finance

VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

MONTH DIST	SALE MADE		16-17	17-18	18-19	19-20	20-21	Difference from Prior Year
MAY	FEB	\$	267,882	\$ 264,472	\$ 276,118	\$ 320,221	\$ 307,589	-3.94%
JUNE	MAR		312,681	304,436	334,282	360,870	359,968	-0.25%
JULY	APR		269,580	304,925	309,957	343,577	289,885	-15.63%
AUG	MAY		331,887	345,478	376,154	397,471	356,759	-10.24%
SEPT	JUNE		398,196	354,582	364,229	408,372	385,683	-5.56%
OCT	JULY		316,266	313,701	320,062	380,773	415,157	9.03%
NOV	AUG		315,293	361,826	339,020	389,765	390,300	0.14%
DEC	SEPT		325,374	334,582	342,467	363,388	391,326	7.69%
JAN	OCT		289,208	312,400	329,103	375,088		
FEB	NOV		304,898	319,012	362,572	368,379		
MARCH	DEC		371,080	416,900	428,214	437,962		
APRIL	JAN		263,392	285,192	296,927	311,493		
TOTAL		\$	3,765,737	\$ 3,917,506	\$ 4,079,105	\$ 4,457,359	\$ 2,896,667	
MTH AVG		\$	313,811	\$ 326,459	\$ 339,925	\$ 371,447	\$ 362,083	
BUDGET		\$	3,600,000	\$ 3,600,000	\$ 3,600,000	\$ 4,000,000	\$ 3,500,000	

YEAR TO DATE LAST YEAR : \$ 2,964,437
YEAR TO DATE THIS YEAR : \$ 2,896,667
DIFFERENCE : \$ (67,770)

PERCENTAGE CHANGE :

-2.29%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,500,000
PERCENTAGE OF YEAR COMPLETED : 66.67%
PERCENTAGE OF REVENUE TO DATE : 82.76%
PROJECTION OF ANNUAL REVENUE : \$ 4,355,459
EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 855,459
EST. PERCENT DIFF ACTUAL TO BUDGET 24.44%

VILLAGE OF WILLOWBROOK
MONTHLY CASH AND INVESTMENT BALANCE BY FUND
FOR THE MONTH ENDED 12/31/2020

ACCOUNT	BALANCE
Fund 01 GENERAL FUND	
CHECKING - 0283	0.00
COMMUNITY BANK OF WB - 0275	765,206.48
IL FUNDS - 5435	4,726,323.06
COMMUNITY BANK OF WB MM - 1771	305,750.48
COMMUNITY BANK RD LGHT - 0243	37,603.43
COMMUNITY BANK OF WB FSA - 3804	11,160.02
COMMUNITY BANK DRUG ACCT - 4171	66,557.13
PETTY CASH REVLING	950.00
Total For Fund 01:	<u>5,913,550.60</u>
Fund 02 WATER FUND	
IL FUNDS WATER - 5914	620,808.67
COMMUNITY BANK OF WB WTR - 4163	777,437.44
COMMUNITY BANK OF WB - 0275	0.00
Total For Fund 02:	<u>1,398,246.11</u>
Fund 04 MOTOR FUEL TAX FUND	
IL FUNDS MFT - 5443	645,627.13
Total For Fund 04:	<u>645,627.13</u>
Fund 06 SSA ONE BOND & INTEREST FUND	
IL FUNDS SSA BOND - 4621	21,855.73
Total For Fund 06:	<u>21,855.73</u>
Fund 07 POLICE PENSION FUND	
COMMUNITY BANK OF WB PP - 4155	59,969.84
COMMUNITY BANK OF WB - 0275	0.00
SCHWAB - PP MONEY MARKET	238,259.48
US TREASURIES	811,732.55
US AGENCIES	5,853,166.38
MUNICIPAL BONDS	1,166,759.73
CORPORATE BONDS	1,881,046.50
MUTUAL FUNDS	12,742,499.83
MARKET VALUE CONTRA	4,423,442.49
Total For Fund 07:	<u>27,176,876.80</u>
Fund 09 WATER CAPITAL IMPROVEMENTS FUND	
IL FUNDS WTR CAP - 1206	1,022,822.92
Total For Fund 09:	<u>1,022,822.92</u>
Fund 10 CAPITAL PROJECT FUND	
COMMUNITY BANK OF WB - 0275	680.52
Total For Fund 10:	<u>680.52</u>
Fund 11 DEBT SERVICE FUND	
IL FUNDS BOND PROCEEDS DS - 2756	11.25
Total For Fund 11:	<u>11.25</u>
Fund 14 LAND ACQUISITION, FACILITY, EXPANSION &	
IL FUNDS - 5435	18,369.00
Total For Fund 14:	<u>18,369.00</u>
Fund 15 RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX	
IL FUNDS BUSINESS DISTRICT - 5435	1,907,566.11
Total For Fund 15:	<u>1,907,566.11</u>
TOTAL CASH & INVESTMENTS:	<u>38,105,606.17</u>

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ACCOUNT BALANCE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020
 CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020
Fund 01 - GENERAL FUND		
MONEY MARKET		
01-00-110-322	IL FUNDS - 5435	4,726,323.06
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	305,750.48
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	37,603.43
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	66,557.13
	Net MONEY MARKET	5,136,234.10
PETTY CASH		
01-00-110-911	PETTY CASH REVLING	950.00
	Net PETTY CASH	950.00
SAVINGS		
01-00-110-257	COMMUNITY BANK OF WB - 0275	765,206.48
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,160.02
	Net SAVINGS	776,366.50
Fund 02 - WATER FUND		
MONEY MARKET		
02-00-110-113	IL FUNDS WATER - 5914	620,808.67
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	777,437.44
	Net MONEY MARKET	1,398,246.11
Fund 04 - MOTOR FUEL TAX FUND		
MONEY MARKET		
04-00-110-116	IL FUNDS MFT - 5443	645,627.13
	Net MONEY MARKET	645,627.13
Fund 06 - SSA ONE BOND & INTEREST FUND		
MONEY MARKET		
06-00-110-117	IL FUNDS SSA BOND - 4621	21,855.73
	Net MONEY MARKET	21,855.73
Fund 07 - POLICE PENSION FUND		
MONEY MARKET		
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	59,969.84
07-00-110-336	SCHWAB - PP MONEY MARKET	238,259.48
	Net MONEY MARKET	298,229.32
AGENCY CERTIFICATES		
07-00-120-260	US AGENCIES	5,853,166.38
	Net AGENCY CERTIFICATES	5,853,166.38
CORPORATE BONDS		
07-00-120-288	CORPORATE BONDS	1,881,046.50
	Net CORPORATE BONDS	1,881,046.50
MUNICIPAL BONDS		
07-00-120-270	MUNICIPAL BONDS	1,166,759.73
	Net MUNICIPAL BONDS	1,166,759.73
MUTUAL FUNDS		
07-00-120-290	MUTUAL FUNDS	12,742,499.83
	Net MUTUAL FUNDS	12,742,499.83
MARKET VALUE		
07-00-120-900	MARKET VALUE CONTRA	4,423,442.49
	Net MARKET VALUE	4,423,442.49
TREASURY NOTES		
07-00-120-250	US TREASURIES	811,732.55
	Net TREASURY NOTES	811,732.55
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND		
MONEY MARKET		

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ACCOUNT BALANCE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020
CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND		
09-00-110-324	IL FUNDS WTR CAP - 1206	1,022,822.92
	Net MONEY MARKET	1,022,822.92
Fund 10 - CAPITAL PROJECT FUND		
SAVINGS		
10-00-110-257	COMMUNITY BANK OF WB - 0275	680.52
	Net SAVINGS	680.52
Fund 11 - DEBT SERVICE FUND		
MONEY MARKET		
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
	Net MONEY MARKET	11.25
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &		
MONEY MARKET		
14-00-110-322	IL FUNDS - 5435	18,369.00
	Net MONEY MARKET	18,369.00
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX		
MONEY MARKET		
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	1,907,566.11
	Net MONEY MARKET	1,907,566.11

ACCOUNT BALANCE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020
 CASH & INVESTMENTS BY INSTITUTION

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020
COMMUNITY BANK OF WB		
01-00-110-257	COMMUNITY BANK OF WB - 0275	765,206.48
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	305,750.48
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	37,603.43
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,160.02
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	66,557.13
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	777,437.44
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	59,969.84
10-00-110-257	COMMUNITY BANK OF WB - 0275	680.52
	Net COMMUNITY BANK OF WB	2,024,365.34
ILLINOIS FUNDS		
01-00-110-322	IL FUNDS - 5435	4,726,323.06
02-00-110-113	IL FUNDS WATER - 5914	620,808.67
04-00-110-116	IL FUNDS MFT - 5443	645,627.13
06-00-110-117	IL FUNDS SSA BOND - 4621	21,855.73
09-00-110-324	IL FUNDS WTR CAP - 1206	1,022,822.92
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
14-00-110-322	IL FUNDS - 5435	18,369.00
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	1,907,566.11
	Net ILLINOIS FUNDS	8,963,383.87
VILLAGE OF WILLOWBROOK		
01-00-110-911	PETTY CASH REVLING	950.00
	Net VILLAGE OF WILLOWBROOK	950.00
CHARLES SCHWAB		
07-00-110-336	SCHWAB - PP MONEY MARKET	238,259.48
07-00-120-250	US TREASURIES	811,732.55
07-00-120-260	US AGENCIES	5,853,166.38
07-00-120-270	MUNICIPAL BONDS	1,166,759.73
07-00-120-288	CORPORATE BONDS	1,881,046.50
07-00-120-290	MUTUAL FUNDS	12,742,499.83
07-00-120-900	MARKET VALUE CONTRA	4,423,442.49
	Net CHARLES SCHWAB	27,116,906.96
Total - All Funds:		38,105,606.17

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INTERFUND ACTIVITY REPORT FOR WILLOWBROOK
Period Ending 12/31/2020
Due To/From Other Funds

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GL Number	Description	Balance
Fund 01: GENERAL FUND		
Due From Other Funds		
01-00-140-102	DUE TO/FROM WATER FUND	16,686.01
01-00-140-107	DUE TO/FROM POLICE PENSION FUND	155,714.75
	Total Due From Other Funds	172,400.76
Fund 02: WATER FUND		
Due From Other Funds		
02-00-140-101	DUE TO/FROM GENERAL FUND	(16,686.01)
	Total Due From Other Funds	(16,686.01)
Fund 07: POLICE PENSION FUND		
Due From Other Funds		
07-00-140-101	DUE (TO)/FROM GENERAL FUND	(155,714.75)
	Total Due From Other Funds	(155,714.75)

REVENUE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2020	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND						
PROPERTY TAX						
01-00-310-101	PROPERTY TAX LEVY - SRA	1,198.96	73,500.23	72,750.00	101.03	(750.23)
01-00-310-102	PROPERTY TAX LEVY - ROAD & BRIDGE	1,928.89	116,925.16	116,146.00	100.67	(779.16)
Net PROPERTY TAX		3,127.85	190,425.39	188,896.00	100.81	(1,529.39)
OTHER TAXES						
01-00-310-201	MUNICIPAL SALES TAX	391,326.64	2,896,667.19	3,500,000.00	82.76	603,332.81
01-00-310-202	ILLINOIS INCOME TAX	57,244.44	625,106.92	717,000.00	87.18	91,893.08
01-00-310-203	AMUSEMENT TAX	6,587.53	38,088.37	65,004.00	58.59	26,915.63
01-00-310-204	REPLACEMENT TAX	54.27	868.68	1,250.00	69.49	381.32
01-00-310-205	UTILITY TAX	62,318.12	513,607.32	850,000.00	60.42	336,392.68
01-00-310-206	LOCAL GAS TAX	22,268.30	164,877.65	275,000.00	59.96	110,122.35
01-00-310-208	PLACES OF EATING TAX	38,381.96	293,343.18	400,000.00	73.34	106,656.82
01-00-310-209	WATER TAX	14,360.46	116,432.75	160,000.00	72.77	43,567.25
01-00-310-210	WATER TAX - UNINCORPORATED	0.00	117.40	160.00	73.38	42.60
01-00-310-211	HOTEL/MOTEL TAX	10,373.98	104,599.76	216,000.00	48.43	111,400.24
01-00-310-212	SELF-STORAGE FACILITY TAX	12,804.60	80,039.83	0.00	100.00	(80,039.83)
Net OTHER TAXES		615,720.30	4,833,749.05	6,184,414.00	78.16	1,350,664.95
LICENSES						
01-00-310-302	LIQUOR LICENSES	(2,500.00)	26,914.00	66,750.00	40.32	39,836.00
01-00-310-303	BUSINESS LICENSES	(1,428.00)	105,385.50	93,000.00	113.32	(12,385.50)
01-00-310-304	VIDEO GAMING LICENSES	(2,875.00)	6,625.00	10,000.00	66.25	3,375.00
01-00-310-305	VENDING MACHINE LICENSES	0.00	1,938.00	2,500.00	77.52	562.00
01-00-310-306	SCAVENGER LICENSES	0.00	7,000.00	7,000.00	100.00	0.00
Net LICENSES		(6,803.00)	147,862.50	179,250.00	82.49	31,387.50
PERMITS						
01-00-310-401	BUILDING PERMITS	31,367.97	206,810.44	285,000.00	72.57	78,189.56
01-00-310-402	SIGN PERMITS	2,035.74	13,823.32	6,000.00	230.39	(7,823.32)
01-00-310-403	OTHER PERMITS	0.00	(24.00)	500.00	(4.80)	524.00
01-00-310-404	COUNTY BMP FEE	0.00	0.00	500.00	0.00	500.00
01-00-310-405	SPECIAL HAULING PERMITS (OXCART)	205.00	2,085.00	3,000.00	69.50	915.00
Net PERMITS		33,608.71	222,694.76	295,000.00	75.49	72,305.24
FINES						
01-00-310-501	CIRCUIT COURT FINES	7,240.12	43,593.84	90,000.00	48.44	46,406.16
01-00-310-502	TRAFFIC FINES	2,250.00	33,650.00	25,000.00	134.60	(8,650.00)
01-00-310-503	RED LIGHT FINES	50,150.00	447,697.00	565,000.00	79.24	117,303.00
01-00-310-504	DUI FINES	350.00	1,339.09	2,000.00	66.95	660.91
01-00-310-505	OVERWEIGHT TRUCK FINES	0.00	2,527.50	6,000.00	42.13	3,472.50
Net FINES		59,990.12	528,807.43	688,000.00	76.86	159,192.57
OVERHEAD REIMBURSEMENT						
01-00-310-601	ADMINISTRATIVE SUPPORT REIMB - WATER	46,857.33	374,858.64	562,288.00	66.67	187,429.36
Net OVERHEAD REIMBURSEMENT		46,857.33	374,858.64	562,288.00	66.67	187,429.36

REVENUE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

GL NUMBER		DESCRIPTION	ACTIVITY FOR MONTH 12/31/2020	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 01 - GENERAL FUND							
CHARGES & FEES							
01-00-310-700		PLANNING APPLICATION FEES	10,795.00	21,990.00	10,000.00	219.90	(11,990.00)
01-00-310-701		PUBLIC HEARING FEES	9,200.00	18,025.00	2,500.00	721.00	(15,525.00)
01-00-310-702		PLANNING REVIEW FEES	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-704		ACCIDENT REPORT COPIES	460.00	1,495.00	2,000.00	74.75	505.00
01-00-310-705		VIDEO GAMING TERMINAL INCOME	4,289.11	18,270.41	36,000.00	50.75	17,729.59
01-00-310-706		COPIES-ORDINANCES & MAPS	0.00	0.00	50.00	0.00	50.00
01-00-310-723		ELEVATOR INSPECTION FEES	175.00	2,775.00	12,000.00	23.13	9,225.00
01-00-310-724		BURGLAR ALARM FEES	0.00	870.00	10,000.00	8.70	9,130.00
Net CHARGES & FEES			24,919.11	63,425.41	75,050.00	84.51	11,624.59
PARK & RECREATION CHARGES							
01-00-310-813		PARK & REC CONTRIBUTION	0.00	0.00	3,000.00	0.00	3,000.00
01-00-310-814		PARK PERMIT FEES	0.00	(290.00)	3,000.00	(9.67)	3,290.00
01-00-310-815		SUMMER RECREATION FEES	0.00	0.00	9,230.00	0.00	9,230.00
01-00-310-817		SPECIAL EVENTS	0.00	0.00	5,450.00	0.00	5,450.00
01-00-310-819		BURR RIDGE/WILLOWBROOK BASEBALL RE	0.00	0.00	6,500.00	0.00	6,500.00
01-00-310-820		HOLIDAY CONTRIBUTION	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-823		SPRING RECREATION FEES	0.00	0.00	200.00	0.00	200.00
Net PARK & RECREATION CHARGES			0.00	(290.00)	29,880.00	(0.97)	30,170.00
OTHER REVENUE							
01-00-310-901		REIMBURSEMENTS - IRMA	4,950.00	26,984.22	0.00	100.00	(26,984.22)
01-00-310-909		SALE - FIXED ASSETS	3,551.00	5,652.00	7,500.00	75.36	1,848.00
01-00-310-910		REIMBURSEMENTS - TREE PLANTING	0.00	600.00	500.00	120.00	(100.00)
01-00-310-911		REIMBURSEMENTS - RED LIGHT ENERGY	113.79	896.10	1,440.00	62.23	543.90
01-00-310-912		REIMBURSEMENTS - BRUSH PICK-UP	0.00	7,601.04	10,800.00	70.38	3,198.96
01-00-310-913		OTHER RECEIPTS	140.00	4,552.97	0.00	100.00	(4,552.97)
01-00-310-915		REIMBURSEMENTS - POLICE SPECIAL DETA	0.00	0.00	5,000.00	0.00	5,000.00
01-00-310-917		REIMBURSEMENTS - PUBLIC WORKS OTHER	0.00	4,411.93	23,600.00	18.69	19,188.07
01-00-310-922		FEDERAL/STATE GRANTS	0.00	386,030.50	0.00	100.00	(386,030.50)
01-00-310-925		NICOR GAS ANNUAL PAYMENT	0.00	0.00	14,000.00	0.00	14,000.00
01-00-310-926		CABLE FRANCHISE FEES	0.00	128,722.79	204,000.00	63.10	75,277.21
01-00-310-928		DRUG FORFEITURES - STATE	0.00	7,750.00	500.00	1,550.00	(7,250.00)
01-00-310-929		DRUG FORFEITURES - FEDERAL	0.00	9,750.00	500.00	1,950.00	(9,250.00)
Net OTHER REVENUE			8,754.79	582,951.55	267,840.00	217.65	(315,111.55)
NON-OPERATING							
01-00-320-108		INTEREST INCOME	542.69	10,387.02	48,000.00	21.64	37,612.98
Net NON-OPERATING			542.69	10,387.02	48,000.00	21.64	37,612.98
TRANSFERS IN							
01-00-330-103		TRANSFER FROM HOTEL/MOTEL TAX	0.00	717,758.53	715,941.00	100.25	(1,817.53)
Net TRANSFERS IN			0.00	717,758.53	715,941.00	100.25	(1,817.53)

	ACTIVITY FOR MONTH 12/31/2020	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 06 - SSA ONE BOND & INTEREST FUND					
PROPERTY TAX					
06-00-310-101	0.00	325,144.51	321,925.00	101.00	(3,219.51)
Net PROPERTY TAX	0.00	325,144.51	321,925.00	101.00	(3,219.51)
NON-OPERATING					
06-00-320-108	10.63	126.16	1,000.00	12.62	873.84
Net NON-OPERATING	10.63	126.16	1,000.00	12.62	873.84
Fund 06 - SSA ONE BOND & INTEREST FUND:					
TOTAL REVENUES	10.63	325,270.67	322,925.00	100.73	(2,345.67)
Fund 07 - POLICE PENSION FUND					
OTHER REVENUE					
07-00-310-607	124,005.36	744,032.16	1,074,713.00	69.23	330,680.84
07-00-310-906	25,760.13	142,335.88	216,880.00	65.63	74,544.12
Net OTHER REVENUE	149,765.49	886,368.04	1,291,593.00	68.63	405,224.96
NON-OPERATING					
07-00-320-108	344,412.00	580,533.00	500,000.00	116.11	(80,533.00)
07-00-320-110	325,728.67	3,976,458.39	0.00	100.00	(3,976,458.39)
07-00-320-111	101,965.77	211,102.05	0.00	100.00	(211,102.05)
Net NON-OPERATING	772,106.44	4,768,093.44	500,000.00	953.62	(4,268,093.44)
Fund 07 - POLICE PENSION FUND:					
TOTAL REVENUES	921,871.93	5,654,461.48	1,791,593.00	315.61	(3,862,868.48)
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND					
NON-OPERATING					
09-00-320-108	81.90	1,457.47	6,000.00	24.29	4,542.53
Net NON-OPERATING	81.90	1,457.47	6,000.00	24.29	4,542.53
TRANSFERS IN					
09-00-330-102	0.00	200,000.00	200,000.00	100.00	0.00
Net TRANSFERS IN	0.00	200,000.00	200,000.00	100.00	0.00
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:					

REVENUE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020

DB: Willowbrook						
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/2020	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX						
TOTAL REVENUES						
		57,564.36	351,698.17	600,000.00	58.62	248,301.83
TOTAL REVENUES - ALL FUNDS						
		2,084,454.61	17,273,189.73	16,043,052.00	107.67	(1,230,137.73)

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

ACTIVITY FOR		2020-21		YTD BALANCE 12/31/2020	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROF. AVAIL.
GL NUMBER	DESCRIPTION	MONTH 12/31/20	ORIGINAL BUDGET					
Fund 01 - GENERAL FUND								
01-10-400-147	MEDICARE	628.65	5,322.00	3,772.68	70.89	1,549.32	10,644.00	6,871.32
01-10-400-151	IMRF	5,901.35	49,218.00	35,553.00	72.24	13,665.00	98,436.00	62,883.00
01-10-400-161	SOCIAL SECURITY	1,384.83	20,435.00	13,220.10	64.69	7,214.90	40,870.00	27,649.90
01-10-400-171	SUI - UNEMPLOYMENT	0.00	774.00	(1.32)	(0.17)	775.32	1,548.00	1,549.32
01-10-455-101	SALARIES - MANAGEMENT STAF	21,322.40	175,125.00	128,399.23	73.32	46,725.77	350,250.00	221,850.77
01-10-455-102	OVERTIME	129.58	5,000.00	1,846.53	36.93	3,153.47	10,000.00	8,153.47
01-10-455-105	ASSISTANT VILLAGE ADMINSTR.	15,644.16	130,175.00	93,567.89	71.88	36,607.11	260,350.00	166,782.11
01-10-455-126	SALARIES - CLERICAL	6,911.04	56,726.00	41,308.64	72.82	15,417.36	113,452.00	72,143.36
01-10-455-131	PERSONNEL RECRUITMENT	0.00	500.00	190.95	38.19	309.05	1,000.00	809.05
01-10-455-141	HEALTH/DENTAL/LIFE INSURANC	4,164.20	49,602.00	33,687.97	67.92	15,914.03	99,204.00	65,516.03
01-10-455-201	PHONE - TELEPHONES	770.43	12,684.00	13,729.55	108.24	(1,045.55)	25,368.00	11,638.45
01-10-455-266	CODIFY ORDINANCES	0.00	5,000.00	2,333.00	46.66	2,667.00	10,000.00	7,667.00
01-10-455-301	OFFICE SUPPLIES	0.00	8,000.00	2,868.27	35.85	5,131.73	16,000.00	13,131.73
01-10-455-302	PRINTING, PUBLISHING & TRANS	40.48	2,500.00	2,050.55	82.02	449.45	5,000.00	2,949.45
01-10-455-303	FUEL/MILEAGE/WASH	58.66	750.00	284.66	37.95	465.34	1,500.00	1,215.34
01-10-455-304	SCHOOLS/CONFERENCES/TRAV	0.00	2,000.00	204.00	10.20	1,796.00	4,000.00	3,796.00
01-10-455-305	STRATEGIC PLANNING	0.00	2,000.00	0.00	0.00	2,000.00	4,000.00	4,000.00
01-10-455-306	CONSULTING	4,547.50	71,000.00	21,052.50	29.65	49,947.50	142,000.00	120,947.50
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	155.98	13,000.00	8,219.13	63.22	4,780.87	26,000.00	17,780.87
01-10-455-311	POSTAGE & METER RENT	393.59	5,000.00	2,370.76	47.42	2,629.24	10,000.00	7,629.24
01-10-455-315	COPY SERVICE	585.78	7,000.00	4,144.63	59.21	2,855.37	14,000.00	9,855.37
01-10-455-355	COMMISSARY PROVISION	129.11	3,000.00	1,254.39	41.81	1,745.61	6,000.00	4,745.61
01-10-455-411	MAINTENANCE - EQUIPMENT	0.00	500.00	0.00	0.00	500.00	1,000.00	1,000.00
GENERAL MANAGEMENT		62,767.74	625,311.00	410,057.11	65.58	215,253.89	1,250,622.00	840,564.89
COMMUNITY RELATIONS								
01-10-475-365	PUBLIC RELATIONS	0.00	5,000.00	371.90	7.44	4,628.10	10,000.00	9,628.10
01-10-475-367	CRISIS MANAGEMENT	3,177.53	25,000.00	12,575.83	50.30	12,424.17	50,000.00	37,424.17
01-10-475-370	MEALS-ON-WHEELS	0.00	2,000.00	0.00	0.00	2,000.00	4,000.00	4,000.00
COMMUNITY RELATIONS		3,177.53	32,000.00	12,947.73	40.46	19,052.27	64,000.00	51,052.27
CAPITAL IMPROVEMENTS								
01-10-485-602	BUILDING IMPROVEMENTS	0.00	60,000.00	35,170.39	58.62	24,829.61	120,000.00	84,829.61
01-10-485-611	FURNITURE & OFFICE EQUIPMEN	0.00	500.00	0.00	0.00	500.00	1,000.00	1,000.00
CAPITAL IMPROVEMENTS		0.00	60,500.00	35,170.39	58.13	25,329.61	121,000.00	85,829.61
CONTINGENCIES								
01-10-490-799	CONTINGENCIES	0.00	10,000.00	0.00	0.00	10,000.00	20,000.00	20,000.00
CONTINGENCIES		0.00	10,000.00	0.00	0.00	10,000.00	20,000.00	20,000.00
DATA PROCESSING								
01-10-460-212	EDP EQUIPMENT/SOFTWARE	1,014.00	1,000.00	1,129.98	113.00	(129.98)	2,000.00	870.02
01-10-460-225	INTERNET/WEBSITE HOSTING	627.17	14,347.00	12,195.25	85.00	2,151.75	28,694.00	16,498.75
01-10-460-263	EDP LICENSES	539.15	43,435.00	19,923.12	45.87	23,511.88	86,870.00	66,946.88
01-10-460-265	CYBER DISRUPTION	0.00	0.00	10,099.00	100.00	(10,099.00)	0.00	(10,099.00)
01-10-460-267	DOCUMENT STORAGE/SCANNING	0.00	5,000.00	1,745.10	34.90	3,254.90	10,000.00	8,254.90
01-10-460-306	CONSULTING SERVICES - IT	1,957.50	18,000.00	8,439.67	46.89	9,560.33	36,000.00	27,560.33
DATA PROCESSING		4,137.82	81,782.00	53,532.12	65.46	28,249.88	163,564.00	110,031.88

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

DB: \\villowd\root\book	GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
			MONTH 12/31/20						
Fund 01 - GENERAL FUND									
BUILDINGS									
	01-10-466-228	MAINTENANCE - BUILDING	2,668.20	47,266.10	30,545.00	154.74	(16,721.10)	61,090.00	13,823.90
	01-10-466-236	NICOR GAS (835 MIDWAY)	197.38	572.92	2,000.00	28.65	1,427.08	4,000.00	3,427.08
	01-10-466-240	ENERGY/COMED (835 MIDWAY)	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
	01-10-466-251	SANITARY (835 MIDWAY)	0.00	354.41	450.00	78.76	95.59	900.00	545.59
	01-10-466-293	LANDSCAPE - VILLAGE HALL	0.00	82.25	1,000.00	8.23	917.75	2,000.00	1,917.75
	01-10-466-351	BUILDING MAINTENANCE SUPPL	0.00	3,550.41	2,000.00	177.52	(1,550.41)	4,000.00	449.59
BUILDINGS									
			2,865.58	51,826.09	38,995.00	132.90	(12,831.09)	77,990.00	26,163.91
LEGAL									
	01-10-470-239	FEES - VILLAGE ATTORNEY	12,236.21	61,366.31	140,000.00	43.83	78,633.69	280,000.00	218,633.69
	01-10-470-241	FEES - SPECIAL ATTORNEY	1,000.00	2,200.10	10,000.00	22.00	7,799.90	20,000.00	17,799.90
	01-10-470-242	FEES - LABOR COUNSEL	1,131.50	2,797.30	2,000.00	139.87	(797.30)	4,000.00	1,202.70
LEGAL									
			14,367.71	66,363.71	152,000.00	43.66	85,636.29	304,000.00	237,636.29
FINANCIAL AUDIT									
	01-10-471-252	FINANCIAL SERVICES	0.00	742.78	0.00	100.00	(742.78)	0.00	(742.78)
FINANCIAL AUDIT									
			0.00	742.78	0.00	100.00	(742.78)	0.00	(742.78)
RISK MANAGEMENT									
	01-10-480-272	INSURANCE - IRMA	0.00	155,434.00	233,463.00	66.58	78,029.00	466,926.00	311,492.00
	01-10-480-273	SELF INSURANCE - DEDUCTIBLE	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
RISK MANAGEMENT									
			0.00	155,434.00	243,463.00	63.84	88,029.00	486,926.00	331,492.00
TRANSFERS TO OTHER FUNDS									
	01-10-900-112	TRANSFER TO DEBT SERVICE -	0.00	279,851.00	279,851.00	100.00	0.00	559,702.00	279,851.00
	01-10-900-114	TRANSFER TO LAFER	0.00	(0.02)	0.00	100.00	0.02	0.00	0.02
TRANSFERS TO OTHER FUNDS									
			0.00	279,850.98	279,851.00	100.00	0.02	559,702.00	279,851.02
Total Dept 10 - ADMINISTRATION									
			87,316.38	1,065,924.91	1,523,902.00	69.95	457,977.09	3,047,804.00	1,981,879.09
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT									
GENERAL MANAGEMENT									
	01-15-400-147	MEDICARE	112.40	310.42	381.00	81.48	70.58	762.00	451.58
	01-15-400-151	IMRF	382.98	2,288.79	3,203.00	71.46	914.21	6,406.00	4,117.21
	01-15-400-161	SOCIAL SECURITY	480.64	1,327.38	1,631.00	81.38	303.62	3,262.00	1,934.62
	01-15-400-171	SUI - UNEMPLOYMENT	0.00	0.00	129.00	0.00	129.00	258.00	258.00
	01-15-510-126	SALARIES - CLERICAL	2,855.84	17,067.91	23,386.00	72.98	6,318.09	46,772.00	29,704.09
	01-15-510-141	HEALTH/DENTAL/LIFE INSURANC	610.08	4,838.26	8,062.00	60.01	3,223.74	16,124.00	11,285.74
	01-15-510-301	OFFICE SUPPLIES	0.00	0.00	250.00	0.00	250.00	500.00	500.00
	01-15-510-302	PRINTING & PUBLISHING	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
	01-15-510-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
	01-15-510-311	POSTAGE & METER RENT	0.00	1,030.55	500.00	206.11	(530.55)	1,000.00	(30.55)
	01-15-510-340	LIFE INSURANCE - PLAN COMMIS	70.56	564.48	1,032.00	54.70	467.52	2,064.00	1,499.52
	01-15-510-401	OPERATING EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
GENERAL MANAGEMENT									
			4,512.50	27,427.79	42,074.00	65.19	14,646.21	84,148.00	56,720.21

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. APPROV. AVAIL.
Fund 01 - GENERAL FUND							
DATA PROCESSING							
01-15-515-305	EDP PERSONNEL TRAINING	0.00	0.00	1,800.00	0.00	1,800.00	3,600.00
DATA PROCESSING		0.00	0.00	1,800.00	0.00	1,800.00	3,600.00
ENGINEERING							
01-15-520-229	RENT - MEETING ROOM	0.00	0.00	250.00	0.00	250.00	500.00
01-15-520-245	FEES - ENGINEERING	880.00	1,210.00	2,500.00	48.40	1,290.00	3,790.00
01-15-520-246	FEES - COURT REPORTER	525.30	1,709.55	2,700.00	63.32	990.45	3,690.45
01-15-520-254	PLAN REVIEW - ENGINEER	0.00	3,485.24	5,000.00	69.70	1,514.76	6,514.76
01-15-520-257	PLAN REVIEW - PLANNER	0.00	65,168.63	125,000.00	52.13	59,831.37	184,831.37
01-15-520-258	PLAN REVIEW - TRAFFIC CONSU	648.00	2,754.00	2,500.00	110.16	(254.00)	2,246.00
ENGINEERING		2,053.30	74,327.42	137,950.00	53.88	63,622.58	201,572.58
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMENT							
		6,565.80	101,755.21	181,824.00	55.96	80,068.79	261,892.79
Dept 20 - PARKS & RECREATION							
CAPITAL IMPROVEMENTS							
01-20-595-643	POND IMPROVEMENTS	0.00	0.00	400.00	0.00	400.00	800.00
01-20-595-693	COURT IMPROVEMENTS	0.00	0.00	800.00	0.00	800.00	1,600.00
CAPITAL IMPROVEMENTS		0.00	0.00	1,200.00	0.00	1,200.00	2,400.00
ADMINISTRATION							
01-20-400-147	MEDICARE	94.54	381.69	648.00	58.90	266.31	1,296.00
01-20-400-151	IMRF	404.99	2,969.11	5,308.00	55.94	2,338.89	10,516.00
01-20-400-161	SOCIAL SECURITY	404.20	1,632.05	2,772.00	58.88	1,139.95	5,544.00
01-20-400-171	SUI - UNEMPLOYMENT	0.00	87.89	270.00	32.55	182.11	540.00
01-20-550-101	SALARIES - PERMANENT EMPLO	3,020.09	19,107.35	32,585.00	58.64	13,477.65	65,170.00
01-20-550-103	PART TIME - PROGRAM SUPERV	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00
01-20-550-148	LIFE INSURANCE - COMMISSIONI	53.20	493.36	1,068.00	46.19	574.64	2,136.00
01-20-550-301	OFFICE/GENERAL PROGRAM SU	0.00	381.45	1,000.00	38.15	618.55	2,000.00
01-20-550-302	PRINTING & PUBLISHING	0.00	0.00	13,500.00	0.00	13,500.00	27,000.00
01-20-550-311	POSTAGE & METER RENT	0.00	163.00	3,800.00	4.29	3,637.00	7,600.00
ADMINISTRATION		3,977.02	25,215.90	63,451.00	39.74	38,235.10	126,902.00
							101,686.10
DATA PROCESSING							
01-20-555-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	500.00	0.00	500.00	1,000.00
01-20-555-263	EDP LICENSES	14.99	59.96	0.00	100.00	(59.96)	0.00
01-20-555-306	CONSULTING - PROGRAM HOSTI	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00
DATA PROCESSING		14.99	59.96	15,500.00	0.39	15,440.04	31,000.00
							30,940.04
LANDSCAPING							
01-20-565-341	PARK LANDSCAPE SUPPLIES	0.00	3,426.84	0.00	100.00	(3,426.84)	0.00
01-20-565-342	LANDSCAPE MAINTENANCE SER	0.00	90.00	0.00	100.00	(90.00)	0.00
LANDSCAPING		0.00	3,516.84	0.00	100.00	(3,516.84)	0.00
							(3,516.84)

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

ACTIVITY FOR		2020-21		% BDGT USED	AVAILABLE BALANCE	APPROP. APPROP.	APPROP. AVAIL.
MONTH	YTD BALANCE	ORIGINAL BUDGET	12/31/2020				
GL NUMBER	DESCRIPTION	12/31/20	12/31/20				
Fund 01 - GENERAL FUND							
MAINTENANCE							
01-20-570-102	OVERTIME	0.00	3,033.81	43.34	3,966.19	14,000.00	10,966.19
01-20-570-103	PART TIME - LABOR	0.00	798.00	31.40	1,743.00	5,082.00	4,284.00
01-20-570-228	MAINTENANCE - PARK BUILDING	0.00	1,215.55	9.81	11,170.45	24,772.00	23,556.45
01-20-570-234	RENT - EQUIPMENT	0.00	0.00	0.00	500.00	1,000.00	1,000.00
01-20-570-235	NICOR GAS (825 MIDWAY)	0.00	196.62	16.39	1,003.38	2,400.00	2,203.38
01-20-570-250	SANITARY (825 MIDWAY)	0.00	13.17	26.34	36.83	100.00	86.83
01-20-570-278	SANITARY USER CHARGE - PARK	0.00	147.77	98.51	2.23	300.00	152.23
01-20-570-280	BALLFIELD MAINTENANCE	0.00	8,292.80	82.93	1,707.20	20,000.00	11,707.20
01-20-570-281	CONTRACTED MAINTENANCE	13,275.00	105,148.16	86.97	15,751.84	241,800.00	136,651.84
01-20-570-331	MAINTENANCE SUPPLIES	0.00	549.19	10.98	4,450.81	10,000.00	9,450.81
01-20-570-411	MAINTENANCE - EQUIPMENT	0.00	1,789.56	51.42	1,700.44	7,000.00	5,200.44
MAINTENANCE		13,279.39	121,194.63	74.25	42,032.37	326,454.00	205,259.37
SUMMER PROGRAM							
01-20-575-119	SUMMER PROGRAM MATERIALS	0.00	220.00	2.89	7,380.00	15,200.00	14,980.00
01-20-575-517	SENIORS PROGRAM-SUMMER	0.00	0.00	0.00	5,400.00	10,800.00	10,800.00
SUMMER PROGRAM		0.00	220.00	1.69	12,780.00	26,000.00	25,780.00
FALL PROGRAM							
01-20-580-517	SENIORS PROGRAM-FALL	0.00	0.00	0.00	5,400.00	10,800.00	10,800.00
FALL PROGRAM		0.00	0.00	0.00	5,400.00	10,800.00	10,800.00
WINTER/SPECIAL PROGRAMS							
01-20-585-121	WINTER PROGRAM MATERIALS &	0.00	0.00	0.00	2,000.00	4,000.00	4,000.00
01-20-585-150	CHILDRENS SPECIAL EVENTS - C	0.00	0.00	0.00	3,000.00	6,000.00	6,000.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVIE	0.00	0.00	0.00	1,500.00	3,000.00	3,000.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE I	0.00	0.00	0.00	4,900.00	9,800.00	9,800.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK	0.00	0.00	0.00	500.00	1,000.00	1,000.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	0.00	300.05	2.21	13,299.95	27,200.00	26,899.95
01-20-585-155	CHILDREN'S HOLIDAY PARTY	0.00	0.00	0.00	5,000.00	10,000.00	10,000.00
01-20-585-157	COMMUNITY PICNIC	0.00	0.00	0.00	3,000.00	6,000.00	6,000.00
01-20-585-517	SENIORS PROGRAM-WINTER/SP	0.00	0.00	0.00	5,400.00	10,800.00	10,800.00
WINTER/SPECIAL PROGRAMS		0.00	300.05	0.77	38,599.95	77,800.00	77,499.95
SPRING PROGRAM							
01-20-586-121	SPRING PROGRAM MATERIALS &	0.00	0.00	0.00	200.00	400.00	400.00
SPRING PROGRAM		0.00	0.00	0.00	200.00	400.00	400.00
SPECIAL RECREATION							
01-20-590-518	SPECIAL RECREATION ASSOC P	0.00	19,655.43	50.00	19,654.57	78,620.00	58,964.57
01-20-590-519	ADA PARK MAINTENANCE	0.00	0.00	0.00	4,840.00	9,680.00	9,680.00
01-20-590-520	ADA RECREATION ACCOMMODA	0.00	0.00	0.00	7,700.00	15,400.00	15,400.00
01-20-590-521	ADA PARK IMPROVEMENTS	0.00	0.00	0.00	15,400.00	30,800.00	30,800.00
SPECIAL RECREATION		0.00	19,655.43	29.23	47,594.57	134,500.00	114,844.57
Total Dept 20 - PARKS & RECREATION		17,271.40	170,162.81	46.22	197,965.19	736,256.00	566,093.19

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

ACTIVITY FOR		2020-21		YTD BALANCE 12/31/2020	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
MONTH	ORIGINAL BUDGET							
12/31/20								
Fund 01 - GENERAL FUND								
Dept 25 - FINANCE DEPARTMENT								
GENERAL MANAGEMENT								
01-25-400-147	MEDICARE	453.21	3,373.00	2,489.08	73.79	883.92	6,746.00	4,256.92
01-25-400-151	IMRF	1,553.94	23,994.00	16,240.59	67.69	7,753.41	47,988.00	31,747.41
01-25-400-161	SOCIAL SECURITY	1,128.11	14,424.00	9,833.27	68.17	4,590.73	28,848.00	19,014.73
01-25-400-171	SUI - UNEMPLOYMENT	0.00	1,032.00	292.56	28.35	739.44	2,064.00	1,771.44
01-25-610-101	SALARIES - MANAGEMENT STAF	20,076.56	138,033.00	105,617.98	76.52	32,415.02	276,066.00	170,448.02
01-25-610-102	OVERTIME	0.00	1,500.00	0.00	0.00	1,500.00	3,000.00	3,000.00
01-25-610-104	PART TIME - CLERICAL	0.00	31,609.00	15,733.04	49.77	15,875.96	63,218.00	47,484.96
01-25-610-126	SALARIES - CLERICAL	11,263.44	61,500.00	49,221.07	80.03	12,278.93	123,000.00	73,778.93
01-25-610-141	HEALTH/DENTAL/LIFE INSURANC	5,589.53	19,008.00	16,575.33	87.20	2,432.67	38,016.00	21,440.67
01-25-610-301	OFFICE SUPPLIES	264.76	2,500.00	1,139.59	45.58	1,360.41	5,000.00	3,860.41
01-25-610-302	PRINTING & PUBLISHING	0.00	1,000.00	1,275.70	127.57	(275.70)	2,000.00	724.30
01-25-610-303	FUEL/MILEAGE/WASH	0.00	250.00	0.00	0.00	250.00	500.00	500.00
01-25-610-304	SCHOOLS/CONFERENCES/TRAV	0.00	1,000.00	340.00	34.00	660.00	2,000.00	1,660.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	80.63	1,605.00	995.90	62.05	609.10	3,210.00	2,214.10
01-25-610-311	POSTAGE & METER RENT	0.00	250.00	79.95	31.98	170.05	500.00	420.05
GENERAL MANAGEMENT		40,410.18	301,078.00	219,834.06	73.02	81,243.94	602,156.00	382,321.94
DATA PROCESSING								
EDP EQUIPMENT/SOFTWARE								
01-25-615-212	EDP LICENSES	0.00	500.00	251.72	50.34	248.28	1,000.00	748.28
01-25-615-263	DOCUMENT STORAGE/SCANNING	0.00	12,000.00	12,172.00	101.43	(172.00)	24,000.00	11,828.00
01-25-615-267		0.00	1,000.00	0.00	0.00	1,000.00	2,000.00	2,000.00
DATA PROCESSING		0.00	13,500.00	12,423.72	92.03	1,076.28	27,000.00	14,576.28
FINANCIAL AUDIT								
AUDIT SERVICES								
01-25-620-251	FINANCIAL SERVICES	0.00	34,000.00	29,915.00	87.99	4,085.00	68,000.00	38,085.00
01-25-620-252		0.00	4,550.00	1,700.00	37.36	2,850.00	9,100.00	7,400.00
FINANCIAL AUDIT		0.00	38,550.00	31,615.00	82.01	6,935.00	77,100.00	45,485.00
Total Dept 25 - FINANCE DEPARTMENT		40,410.18	353,128.00	263,872.78	74.72	89,255.22	706,256.00	442,383.22
Dept 30 - POLICE DEPARTMENT								
ADMINISTRATION								
MEDICARE								
01-30-400-147	IMRF	5,078.60	41,024.00	26,564.18	64.75	14,459.82	82,048.00	55,483.82
01-30-400-151	SOCIAL SECURITY	2,922.77	25,270.00	17,435.57	69.00	7,834.43	50,540.00	33,104.43
01-30-400-161	SUI - UNEMPLOYMENT	1,362.25	11,683.00	8,100.83	69.34	3,582.17	23,366.00	15,265.17
01-30-400-171	SALARIES - PERMANENT EMPLO	510.51	6,708.00	1,331.21	19.85	5,376.79	13,416.00	12,084.79
01-30-630-101	OVERTIME	255,829.72	2,289,826.00	1,451,085.66	63.37	838,740.34	4,579,652.00	3,128,566.34
01-30-630-102	OVERTIME - SPECIAL DETAIL & C	64,043.73	336,000.00	258,487.04	76.93	77,512.96	672,000.00	413,512.96
01-30-630-103	SALARIES-COPS GRANT OFFICE	3,299.74	15,000.00	9,862.55	65.75	5,137.45	30,000.00	20,137.45
01-30-630-105	SALARIES - CLERICAL	15,398.40	0.00	30,796.80	100.00	(30,796.80)	0.00	(30,796.80)
01-30-630-126	OVERTIME - CLERICAL	21,190.08	178,439.00	126,809.70	71.07	51,629.30	356,878.00	230,068.30
01-30-630-127	PERSONNEL RECRUITMENT	280.76	10,000.00	635.98	6.36	9,364.02	20,000.00	19,364.02
01-30-630-131	HEALTH/DENTAL/LIFE INSURANC	0.00	1,000.00	0.00	0.00	1,000.00	2,000.00	2,000.00
01-30-630-141	POLICE PENSION	31,098.17	358,884.00	228,142.11	63.57	130,741.89	717,768.00	489,625.89
01-30-630-155		124,005.36	1,074,713.00	744,032.16	69.23	330,680.84	2,149,426.00	1,405,393.84

EXPENDITURE REPORT FOR WILLOWBROOK
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ACTIVITY FOR		2020-21		YTD BALANCE 12/31/2020	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
MONTH 12/31/20	DESCRIPTION	ORIGINAL BUDGET						
Fund 01 - GENERAL FUND								
01-30-630-201	PHONE - TELEPHONES	1,248.31	27,000.00	10,158.10	37.62	16,841.90	54,000.00	43,841.90
01-30-630-202	ACCREDITATION	0.00	4,645.00	4,645.00	100.00	0.00	9,290.00	4,645.00
01-30-630-241	FEES - FIELD COURT ATTORNEY	0.00	16,000.00	750.00	4.69	15,250.00	32,000.00	31,250.00
01-30-630-245	FIRING RANGE	725.54	2,500.00	879.50	35.18	1,620.50	5,000.00	4,120.50
01-30-630-301	OFFICE SUPPLIES	433.44	4,000.00	4,471.70	111.79	(471.70)	8,000.00	3,528.30
01-30-630-302	PRINTING & PUBLISHING	629.43	4,000.00	1,599.91	40.00	2,400.09	8,000.00	6,400.09
01-30-630-303	FUEL/MILEAGE/WASH	3,161.34	50,000.00	24,536.74	49.07	25,463.26	100,000.00	75,463.26
01-30-630-304	SCHOOLS/CONFERENCES/TRAV	0.00	40,000.00	3,829.82	9.57	36,170.18	80,000.00	76,170.18
01-30-630-305	TUITION REIMBURSEMENT	0.00	6,000.00	0.00	0.00	6,000.00	12,000.00	12,000.00
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	786.69	20,500.00	18,124.62	88.41	2,375.38	41,000.00	22,875.38
01-30-630-308	CADET PROGRAM	0.00	500.00	0.00	0.00	500.00	1,000.00	1,000.00
01-30-630-309	EMPLOYEE RECOGNITION	0.00	3,000.00	164.04	5.47	2,835.96	6,000.00	5,835.96
01-30-630-311	POSTAGE & METER RENT	0.00	4,200.00	1,274.88	30.35	2,925.12	8,400.00	7,125.12
01-30-630-315	COPY SERVICE	163.32	4,100.00	2,190.68	53.43	1,909.32	8,200.00	6,000.00
01-30-630-345	UNIFORMS	282.69	28,500.00	9,637.36	33.82	18,862.64	57,000.00	47,362.64
01-30-630-346	AMMUNITION	0.00	14,000.00	929.60	6.64	13,070.40	28,000.00	27,070.40
01-30-630-401	OPERATING EQUIPMENT	5,463.29	25,000.00	32,800.46	131.20	(7,800.46)	50,000.00	17,199.54
01-30-630-409	MAINTENANCE - VEHICLES	243.60	50,000.00	21,631.88	43.26	28,368.12	100,000.00	78,368.12
01-30-630-421	MAINTENANCE - RADIO EQUIPME	0.00	6,500.00	0.00	0.00	6,500.00	13,000.00	13,000.00
ADMINISTRATION		538,157.74	4,658,992.00	3,040,908.08	65.27	1,618,083.92	9,317,984.00	6,277,075.92
DATA PROCESSING								
01-30-640-212	EDP EQUIPMENT/SOFTWARE	0.00	3,732.00	2,038.80	54.63	1,693.20	7,464.00	5,425.20
01-30-640-225	INTERNET/WEBSITE HOSTING	400.00	6,760.00	3,200.00	47.34	3,560.00	13,520.00	10,320.00
01-30-640-263	EDP LICENSES	0.00	30,000.00	18,312.75	61.04	11,687.25	60,000.00	41,687.25
01-30-640-267	DOCUMENT STORAGE/SCANNING	0.00	2,000.00	0.00	0.00	2,000.00	4,000.00	4,000.00
01-30-640-306	CONSULTING SERVICES	0.00	22,875.00	4,767.75	20.84	18,107.22	45,750.00	40,982.22
DATA PROCESSING		400.00	65,367.00	28,319.33	43.32	37,047.67	130,734.00	102,414.67
BUILDINGS								
01-30-630-228	MAINTENANCE - BUILDING	2,055.36	44,927.00	50,997.26	113.51	(6,070.26)	89,854.00	38,856.74
01-30-630-235	NICOR GAS (7760 QUINCY)	348.68	5,000.00	1,306.26	26.13	3,693.74	10,000.00	8,693.74
01-30-630-250	SANITARY (7760 QUINCY)	0.00	1,200.00	489.11	40.76	710.89	2,400.00	1,910.89
01-30-630-351	BUILDING MAINTENANCE SUPPL	652.64	3,000.00	1,061.43	36.05	1,938.57	6,000.00	4,918.57
BUILDINGS		3,056.68	54,127.00	53,874.06	99.53	252.94	108,254.00	54,379.94
RISK MANAGEMENT								
01-30-645-273	SELF INSURANCE - DEDUCTIBLE	0.00	20,000.00	0.00	0.00	20,000.00	40,000.00	40,000.00
RISK MANAGEMENT		0.00	20,000.00	0.00	0.00	20,000.00	40,000.00	40,000.00
CONSTRUCTION								
01-30-635-288	BUILDING CONSTR & REMODEL	0.00	1,500.00	16,325.00	1,088.33	(14,825.00)	3,000.00	(13,325.00)
CONSTRUCTION		0.00	1,500.00	16,325.00	1,088.33	(14,825.00)	3,000.00	(13,325.00)
PATROL								
01-30-650-268	ANIMAL CONTROL	0.00	800.00	0.00	0.00	800.00	1,600.00	1,600.00
01-30-650-343	JAIL SUPPLIES	0.00	1,500.00	221.29	14.75	1,278.71	3,000.00	2,778.71
01-30-650-348	DRUG FORFEITURE EXP - STATE	2,788.20	500.00	10,538.20	2,107.64	(10,038.20)	1,000.00	(9,538.20)

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. APPROX.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
01-30-650-349	DRUG FORFEITURE EXP - FEDEF	0.00	9,750.00	500.00	1,950.00	(9,250.00)	1,000.00	(8,750.00)
PATROL		2,788.20	20,509.49	3,300.00	621.50	(17,209.49)	6,600.00	(13,909.49)
TRAFFIC SAFETY								
01-30-660-105	PART TIME - CROSSING GUARD	547.48	2,037.86	5,323.00	38.28	3,285.14	10,646.00	8,608.14
TRAFFIC SAFETY		547.48	2,037.86	5,323.00	38.28	3,285.14	10,646.00	8,608.14
CRIME PREVENTION								
01-30-670-331	COMMODITIES	0.00	226.53	5,000.00	4.53	4,773.47	10,000.00	9,773.47
CRIME PREVENTION		0.00	226.53	5,000.00	4.53	4,773.47	10,000.00	9,773.47
TELECOMMUNICATIONS								
01-30-675-235	RADIO DISPATCHING	0.00	140,703.28	312,000.00	45.10	171,296.72	624,000.00	483,296.72
TELECOMMUNICATIONS		0.00	140,703.28	312,000.00	45.10	171,296.72	624,000.00	483,296.72
RED LIGHT								
01-30-630-246	RED LIGHT - ADJUDICATOR	0.00	1,584.00	6,000.00	26.40	4,416.00	12,000.00	10,416.00
01-30-630-247	RED LIGHT - CAMERA FEES	21,725.83	156,575.83	275,000.00	56.94	118,424.17	550,000.00	393,424.17
01-30-630-248	RED LIGHT - COMED	81.32	748.85	2,000.00	37.44	1,251.15	4,000.00	3,251.15
01-30-630-249	RED LIGHT - MISC FEE	2,452.50	12,678.70	35,000.00	36.80	22,121.30	70,000.00	57,121.30
RED LIGHT		24,259.65	171,787.38	318,000.00	54.02	146,212.62	636,000.00	464,212.62
Total Dept 30 - POLICE DEPARTMENT		569,209.75	3,474,691.01	5,443,609.00	63.83	1,968,917.99	10,887,218.00	7,412,526.99
Dept 35 - PUBLIC WORKS DEPARTMENT								
CAPITAL IMPROVEMENTS								
01-35-765-625	VEHICLES - NEW & OTHER	0.00	15,063.50	0.00	100.00	(15,063.50)	0.00	(15,063.50)
01-35-765-685	STREET IMPROVEMENTS	0.00	1,183.00	30,000.00	3.94	28,817.00	60,000.00	58,817.00
CAPITAL IMPROVEMENTS		0.00	16,246.50	30,000.00	54.16	13,753.50	60,000.00	43,753.50
ADMINISTRATION								
01-35-400-147	MEDICARE	259.17	1,970.71	3,204.00	61.51	1,233.29	6,408.00	4,437.29
01-35-400-151	IMRF	2,336.16	17,683.24	28,147.00	62.82	10,463.76	56,294.00	38,610.76
01-35-400-161	SOCIAL SECURITY	1,107.97	8,424.25	13,700.00	61.49	5,275.75	27,400.00	18,975.75
01-35-400-171	SUI - UNEMPLOYMENT	17.76	151.25	998.00	15.16	846.75	1,996.00	1,844.75
01-35-710-101	SALARIES - PERMANENT EMPLO	14,012.38	107,779.94	163,587.00	65.89	55,807.06	327,174.00	219,394.06
01-35-710-102	OVERTIME	235.60	5,110.03	20,000.00	25.55	14,889.97	40,000.00	34,889.97
01-35-710-103	PART TIME - LABOR	876.75	7,467.11	11,072.00	67.44	3,604.89	22,144.00	14,676.89
01-35-710-126	SALARIES - CLERICAL	3,173.23	18,975.98	26,308.00	72.13	7,332.02	52,616.00	33,640.02
01-35-710-141	HEALTH/DENTAL/LIFE INSURANC	3,635.70	30,790.96	54,315.00	56.69	23,524.04	108,630.00	77,839.04
01-35-710-201	TELEPHONES	176.58	1,587.68	2,784.00	57.03	1,196.32	5,568.00	3,980.32
01-35-710-301	OFFICE SUPPLIES	0.00	461.32	500.00	92.26	38.68	1,000.00	538.68
01-35-710-302	PRINTING & PUBLISHING	0.00	562.00	750.00	74.93	188.00	1,500.00	938.00
01-35-710-303	FUEL/MILEAGE/WASH	387.24	3,773.70	10,400.00	36.29	6,626.30	20,800.00	17,026.30
01-35-710-304	SCHOOLS/CONFERENCES/TRAV	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 01 - GENERAL FUND								
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	400.00	0.00	400.00	800.00	800.00
01-35-710-311	POSTAGE & METER RENT	0.00	1,313.04	1,500.00	87.54	186.96	3,000.00	1,686.96
01-35-710-345	UNIFORMS	0.00	636.50	3,800.00	16.75	3,163.50	7,600.00	6,963.50
01-35-710-401	OPERATING SUPPLIES & EQUIPM	0.00	1,421.75	2,500.00	56.87	1,078.25	5,000.00	3,578.25
01-35-710-405	FURNITURE & OFFICE EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ADMINISTRATION		26,218.54	208,109.46	346,465.00	60.07	138,355.54	692,930.00	484,820.54
DATA PROCESSING								
01-35-715-212	EDP EQUIPMENT/SOFTWARE	0.00	129.98	0.00	100.00	(129.98)	0.00	(129.98)
01-35-715-225	INTERNET/WEBSITE HOSTING	218.44	966.89	1,296.00	74.61	329.11	2,592.00	1,625.11
DATA PROCESSING		218.44	1,096.87	1,296.00	84.64	199.13	2,592.00	1,495.13
ENGINEERING								
01-35-720-245	FEES - ENGINEERING	4,762.00	10,258.01	30,000.00	34.19	19,741.99	60,000.00	49,741.99
01-35-720-254	PLAN REVIEW - ENGINEER	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
ENGINEERING		4,762.00	10,258.01	31,500.00	32.57	21,241.99	63,000.00	52,741.99
BUILDINGS								
01-35-725-413	MAINTENANCE - GARAGE	0.00	2,244.24	5,000.00	44.88	2,755.76	10,000.00	7,755.76
01-35-725-414	MAINTENANCE - SALT BINS	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-35-725-415	NICOR GAS	199.69	561.52	3,200.00	17.55	2,638.48	6,400.00	5,838.48
01-35-725-417	SANITARY USER CHARGE	0.00	53.58	200.00	26.79	146.42	400.00	346.42
01-35-725-418	MAINTENANCE - PW BUILDING	11,028.62	27,540.20	10,000.00	275.40	(17,540.20)	20,000.00	(7,540.20)
BUILDINGS		11,228.31	30,399.54	19,900.00	152.76	(10,499.54)	39,800.00	9,400.46
EQUIPMENT REPAIR								
01-35-735-409	MAINTENANCE - VEHICLES	786.30	16,402.53	20,000.00	82.01	3,597.47	40,000.00	23,597.47
01-35-735-411	MAINTENANCE - EQUIPMENT	0.00	589.95	1,000.00	59.00	410.05	2,000.00	1,410.05
EQUIPMENT REPAIR		786.30	16,992.48	21,000.00	80.92	4,007.52	42,000.00	25,007.52
SNOW REMOVAL								
01-35-740-287	SNOW REMOVAL CONTRACT	0.00	0.00	70,000.00	0.00	70,000.00	140,000.00	140,000.00
01-35-740-411	MAINTENANCE - EQUIPMENT	0.00	79.08	4,000.00	1.98	3,920.92	8,000.00	7,920.92
SNOW REMOVAL		0.00	79.08	74,000.00	0.11	73,920.92	148,000.00	147,920.92
STREET LIGHTING								
01-35-745-207	ENERGY - STREET LIGHTS	1,008.51	11,057.43	21,000.00	52.65	9,942.57	42,000.00	30,942.57
01-35-745-223	MAINTENANCE - STREET LIGHTS	6,863.78	14,224.04	17,000.00	83.67	2,775.96	34,000.00	19,775.96
01-35-745-224	MAINTENANCE - TRAFFIC SIGNAGE	3,141.00	3,141.00	3,141.00	100.00	0.00	6,282.00	3,141.00
STREET LIGHTING		11,013.29	28,422.47	41,141.00	69.09	12,718.53	82,282.00	53,859.53
STORM WATER IMPROVEMENTS								
01-35-750-286	JET CLEANING CULVERT	0.00	14,663.85	20,000.00	73.32	5,336.15	40,000.00	25,336.15
01-35-750-289	SITE IMPROVEMENTS	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
01-35-750-290	EQUIPMENT RENTAL	0.00	120.00	3,500.00	3.43	3,380.00	7,000.00	6,880.00
01-35-750-328	STREET & ROW MAINTENANCE	22,750.00	160,942.13	160,000.00	100.53	(842.13)	320,000.00	159,157.87
01-35-750-338	TREE MAINTENANCE	31,854.00	126,060.50	150,000.00	84.04	23,939.50	300,000.00	173,939.50

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GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 12/31/20						
Fund 01 - GENERAL FUND								
01-35-750-381	STORM WATER IMPROVEMENTS	1,818.04	56,109.02	92,500.00	60.66	36,390.98	185,000.00	128,890.98
STORM WATER IMPROVEMENTS		56,422.04	357,795.50	436,000.00	82.06	78,204.50	872,000.00	514,204.50
STREET MAINTENANCE								
01-35-755-279	TRASH REMOVAL	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-35-755-281	ROUTE 83 BEAUTIFICATION	0.00	40,490.30	52,000.00	77.87	11,509.70	104,000.00	63,509.70
01-35-755-284	REIMB EXP - BRUSH PICKUP	0.00	18,500.00	35,000.00	52.86	16,500.00	70,000.00	51,500.00
01-35-755-328	STREET & ROW MAINTENANCE C	5,289.53	12,767.53	15,000.00	85.12	2,232.47	30,000.00	17,232.47
01-35-755-331	SALT	0.00	0.00	80,000.00	0.00	80,000.00	160,000.00	160,000.00
01-35-755-332	J.U.I.E.	0.00	1,015.55	2,400.00	42.31	1,384.45	4,800.00	3,784.45
01-35-755-333	ROAD SIGNS	0.00	3,842.20	7,700.00	49.90	3,857.80	15,400.00	11,557.80
01-35-755-401	OPERATING EQUIPMENT	0.00	33.10	1,500.00	2.21	1,466.90	3,000.00	2,966.90
STREET MAINTENANCE		5,289.53	76,648.68	195,600.00	39.19	118,951.32	391,200.00	314,551.32
NUISANCE CONTROL								
01-35-760-258	PEST CONTROL	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-35-760-259	MOSQUITO ABATEMENT	0.00	26,960.00	35,300.00	76.37	8,340.00	70,600.00	43,640.00
NUISANCE CONTROL		0.00	26,960.00	36,300.00	74.27	9,340.00	72,600.00	45,640.00
Total Dept 35 - PUBLIC WORKS DEPARTMENT			773,008.59	1,233,202.00	62.68	460,193.41	2,466,404.00	1,693,395.41
Dept 40 - BUILDING & ZONING DEPARTMENT								
GENERAL MANAGEMENT								
01-40-400-147	MEDICARE	201.05	1,196.96	1,905.00	62.83	708.04	3,810.00	2,613.04
01-40-400-151	IMRF	1,890.63	11,321.96	17,621.00	64.25	6,299.04	35,242.00	23,920.04
01-40-400-161	SOCIAL SECURITY	859.64	5,118.01	8,147.00	62.82	3,028.99	16,294.00	11,175.99
01-40-400-171	SUI - UNEMPLOYMENT	0.00	0.00	387.00	0.00	387.00	774.00	774.00
01-40-810-101	SALARIES - PERMANENT EMPLO	11,242.80	67,360.25	97,014.00	69.43	29,653.75	194,028.00	126,667.75
01-40-810-102	OVERTIME	0.00	0.00	11,000.00	0.00	11,000.00	22,000.00	22,000.00
01-40-810-126	SALARIES - CLERICAL	2,855.92	17,068.66	23,386.00	72.99	6,317.34	46,772.00	29,703.34
01-40-810-141	HEALTH/DENTAL/LIFE INSURANC	2,086.20	16,551.54	24,278.00	68.18	7,726.46	48,556.00	32,004.46
01-40-810-201	TELEPHONES	42.41	547.92	876.00	62.55	328.08	1,752.00	1,204.08
01-40-810-301	OFFICE SUPPLIES	77.60	1,001.17	1,000.00	100.12	(1.17)	2,000.00	998.83
01-40-810-302	PRINTING & PUBLISHING	0.00	1,608.95	750.00	214.53	(858.95)	1,500.00	(108.95)
01-40-810-303	FUEL/MILEAGE/WASH	44.22	242.60	1,000.00	24.26	757.40	2,000.00	1,757.40
01-40-810-304	SCHOOLS/CONFERENCES/TRAV	0.00	652.52	1,200.00	54.38	547.48	2,400.00	1,747.48
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	0.00	130.00	500.00	26.00	370.00	1,000.00	870.00
01-40-810-311	POSTAGE & METER RENT	0.00	151.35	400.00	37.84	248.65	800.00	648.65
01-40-810-315	COPY SERVICE	309.39	3,247.15	4,500.00	72.16	1,252.85	9,000.00	5,752.85
01-40-810-345	UNIFORMS	0.00	21.97	400.00	5.49	378.03	800.00	778.03
01-40-810-409	MAINTENANCE - VEHICLES	0.00	1,608.11	500.00	321.62	(1,108.11)	1,000.00	(608.11)
GENERAL MANAGEMENT		19,609.86	127,829.12	194,864.00	65.60	67,034.88	389,728.00	261,898.88
DATA PROCESSING								
01-40-815-267	DOCUMENT STORAGE/SCANNING	0.00	3,420.60	9,000.00	38.01	5,579.40	18,000.00	14,579.40
DATA PROCESSING		0.00	3,420.60	9,000.00	38.01	5,579.40	18,000.00	14,579.40

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DB: Willowbrook									
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.	
Fund 01 - GENERAL FUND									
ENGINEERING									
01-40-820-245	FEES - ENGINEERING	0.00	442.64	0.00	100.00	(442.64)	0.00	(442.64)	
01-40-820-246	FEES - DRAINAGE ENGINEER	0.00	450.00	0.00	100.00	(450.00)	0.00	(450.00)	
01-40-820-254	PLAN REVIEW - CIVIL ENGINEER	1,088.00	8,594.32	12,000.00	71.62	3,405.68	24,000.00	15,405.68	
01-40-820-255	PLAN REVIEW - STRUCTURAL	0.00	0.00	7,000.00	0.00	7,000.00	14,000.00	14,000.00	
01-40-820-258	PLAN REVIEW - BUILDING CODE	14,759.70	100,901.20	140,000.00	72.07	39,098.80	280,000.00	179,098.80	
ENGINEERING		15,847.70	110,388.16	159,000.00	69.43	48,611.84	318,000.00	207,611.84	
INSPECTION									
01-40-830-109	PART TIME - INSPECTOR	3,801.00	31,500.00	40,000.00	78.75	8,500.00	80,000.00	48,500.00	
01-40-830-115	PLUMBING INSPECTION	350.00	2,650.00	15,000.00	17.67	12,350.00	30,000.00	27,350.00	
01-40-830-117	ELEVATOR INSPECTION	0.00	1,989.00	5,000.00	39.78	3,011.00	10,000.00	8,011.00	
01-40-830-119	CODE ENFORCEMENT INSPECTOR	0.00	901.25	5,000.00	18.03	4,098.75	10,000.00	9,098.75	
INSPECTION		4,151.00	37,040.25	65,000.00	56.99	27,959.75	130,000.00	92,959.75	
Total Dept 40 - BUILDING & ZONING DEPARTMENT									
		39,608.56	278,678.13	427,864.00	65.13	149,185.87	855,728.00	577,049.87	
Dept 53 - HOTEL/MOTEL									
GENERAL MANAGEMENT									
01-53-401-307	FEES DUES SUBSCRIPTIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00	
GENERAL MANAGEMENT		0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00	
COMMUNITY RELATIONS									
01-53-435-319	CHAMBER DIRECTORY	0.00	1,500.00	3,000.00	50.00	1,500.00	6,000.00	4,500.00	
COMMUNITY RELATIONS		0.00	1,500.00	3,000.00	50.00	1,500.00	6,000.00	4,500.00	
SPECIAL EVENTS									
01-53-436-379	SPECIAL PROMOTIONAL EVENTS	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00	
SPECIAL EVENTS		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00	
Total Dept 53 - HOTEL/MOTEL		0.00	1,500.00	6,000.00	25.00	4,500.00	12,000.00	10,500.00	
TOTAL EXPENDITURES									
		882,408.92	6,190,295.14	9,646,169.00	64.17	3,455,873.86	19,292,338.00	13,102,042.86	

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. APPROP.	APPROP. AVAIL.
Fund 02 - WATER FUND								
Dept 50 - WATER DEPARTMENT								
CAPITAL IMPROVEMENTS								
02-50-440-626	VEHICLES - NEW & OTHER	0.00	15,063.50	0.00	100.00	(15,063.50)	0.00	(15,063.50)
02-50-440-694	DISTRIBUTION SYSTEM REPLACI	0.00	3,274.80	7,500.00	43.66	4,225.20	15,000.00	11,725.20
CAPITAL IMPROVEMENTS								
		0.00	18,338.30	7,500.00	244.51	(10,838.30)	15,000.00	(3,338.30)
ADMINISTRATION								
02-50-400-147	MEDICARE	294.72	2,106.24	3,523.00	59.79	1,416.76	7,046.00	4,939.76
02-50-400-151	IMRF	2,690.74	19,303.59	31,969.00	60.38	12,665.41	63,938.00	44,634.41
02-50-400-161	SOCIAL SECURITY	1,260.36	9,008.22	15,062.00	59.81	6,053.78	30,124.00	21,115.78
02-50-400-171	SUI - UNEMPLOYMENT	15.19	104.38	866.00	12.05	761.62	1,732.00	1,627.62
02-50-401-101	SALARIES - PERMANENT EMPLO	14,011.94	106,275.62	162,087.00	65.57	55,811.38	324,174.00	217,898.38
02-50-401-102	OVERTIME	2,879.94	18,698.98	50,000.00	37.40	31,301.02	100,000.00	81,301.02
02-50-401-103	PART TIME - LABOR	750.75	5,157.11	4,538.00	113.64	(619.11)	9,076.00	3,918.89
02-50-401-126	SALARIES - CLERICAL	3,173.09	18,975.00	26,308.00	72.13	7,333.00	52,616.00	33,641.00
02-50-401-141	HEALTH/DENTAL/LIFE INSURANC	3,696.91	31,329.43	55,848.00	56.10	24,518.57	111,696.00	80,366.57
02-50-401-201	PHONE - TELEPHONES	343.40	2,662.60	5,592.00	47.61	2,929.40	11,184.00	8,521.40
02-50-401-239	FEES - VILLAGE ATTORNEY	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
02-50-401-301	OFFICE SUPPLIES	61.95	380.05	500.00	76.01	119.95	1,000.00	619.95
02-50-401-302	PRINTING & PUBLISHING	0.00	5,055.00	5,200.00	97.21	145.00	10,400.00	5,345.00
02-50-401-303	FUEL/MILEAGE/WASH	387.23	3,773.66	11,000.00	34.31	7,226.34	22,000.00	18,226.34
02-50-401-304	SCHOOLS CONFERENCE TRAVE	0.00	52.35	1,500.00	3.49	1,447.65	3,000.00	2,947.65
02-50-401-307	FEES DUES SUBSCRIPTIONS	6.50	1,082.25	410.00	263.96	(672.25)	820.00	(262.25)
02-50-401-311	POSTAGE & METER RENT	0.00	2,687.50	6,000.00	44.79	3,312.50	12,000.00	9,312.50
02-50-401-405	FURNITURE & OFFICE EQUIPMEI	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ADMINISTRATION								
		29,572.72	226,651.98	381,903.00	59.35	155,251.02	763,806.00	537,154.02
OTHER								
02-50-449-102	INTEREST EXPENSE	0.00	9,190.00	9,190.00	100.00	0.00	18,380.00	9,190.00
02-50-449-104	BOND PRINCIPAL EXPENSE	0.00	11,314.00	11,314.00	100.00	0.00	22,628.00	11,314.00
02-50-449-105	INTEREST EXPENSE - IEPA LOAN	6,979.71	14,145.95	14,146.00	100.00	0.05	28,292.00	14,146.05
02-50-449-106	PRINCIPAL EXPENSE - IEPA LOA	20,244.39	40,302.25	40,302.00	100.00	(0.25)	80,604.00	40,301.75
OTHER								
		27,224.10	74,952.20	74,952.00	100.00	(0.20)	149,904.00	74,951.80
DATA PROCESSING								
02-50-417-212	EDP EQUIPMENT/SOFTWARE	0.00	1,049.93	35,364.00	2.97	34,314.07	70,728.00	69,678.07
02-50-417-263	EDP LICENSES	0.00	1,765.00	15,605.00	11.31	13,840.00	31,210.00	29,445.00
02-50-417-306	IT CONSULTING	0.00	382.00	3,750.00	10.19	3,368.00	7,500.00	7,118.00
DATA PROCESSING								
		0.00	3,196.93	54,719.00	5.84	51,522.07	109,438.00	106,241.07
ENGINEERING								
02-50-405-245	FEES - ENGINEERING	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
ENGINEERING								
		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
RISK MANAGEMENT								
02-50-415-273	SELF INSURANCE - DEDUCTIBLE	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
RISK MANAGEMENT								
		0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. 12/31/20	APPROP. AVAIL.
Fund 02 - WATER FUND								
TRANSFERS TO OTHER FUNDS								
02-50-410-501	REIMBURSE OVERHEAD GENERAL	46,857.33	374,858.64	562,288.00	66.67	187,429.36	1,124,576.00	749,717.36
02-50-900-109	TRANSFER TO WATER CAPITAL I	0.00	200,000.00	200,000.00	100.00	0.00	400,000.00	200,000.00
02-50-900-112	TRANSFER TO DEBT SERVICE - 2	0.00	46,695.00	46,695.00	100.00	0.00	93,390.00	46,695.00
TRANSFERS TO OTHER FUNDS								
		46,857.33	621,553.64	808,983.00	76.83	187,429.36	1,617,966.00	996,412.36
WATER PRODUCTION								
02-50-420-206	ENERGY - ELECTRIC PUMP	812.29	5,677.93	18,900.00	30.04	13,222.07	37,800.00	32,122.07
02-50-420-361	CHEMICALS	0.00	475.39	1,500.00	31.69	1,024.61	3,000.00	2,524.61
02-50-420-362	SAMPLING ANALYSIS	100.00	1,290.00	4,000.00	32.25	2,710.00	8,000.00	6,710.00
02-50-420-488	MAINTENANCE - PUMPS & WELL	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-491	PUMP INSPECTION REPAIR MAIN	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-575	PURCHASE OF WATER	114,598.32	1,056,750.88	1,739,500.00	61.33	672,749.14	3,479,000.00	2,412,249.14
WATER PRODUCTION								
		115,500.61	1,074,194.18	1,764,900.00	60.86	690,705.82	3,529,800.00	2,455,605.82
WATER STORAGE								
02-50-425-473	WELLHOUSE REPAIRS & MAINTENANCE	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-425-474	WELLHOUSE REPAIRS & MAIN - 1	0.00	1,574.68	1,500.00	104.98	(74.68)	3,000.00	1,425.32
02-50-425-475	MATERIALS & SUPPLIES- STAND	1,109.67	1,505.47	5,500.00	27.37	3,994.53	11,000.00	9,494.53
02-50-425-485	REPAIRS & MAINTENANCE- STAND	800.01	2,798.71	6,300.00	44.42	3,501.29	12,600.00	9,801.29
WATER STORAGE								
		1,909.68	5,878.86	14,800.00	39.72	8,921.14	29,600.00	23,721.14
TRANSPORTATION/DISTRIBUTION								
02-50-430-276	LEAK SURVEYS	638.50	3,417.00	9,000.00	37.97	5,583.00	18,000.00	14,583.00
02-50-430-277	WATER DISTRIBUTION REPAIRS/	37,421.59	142,760.97	200,000.00	71.38	57,239.03	400,000.00	257,239.03
02-50-430-299	LANDSCAPING - OTHER	0.00	920.40	1,500.00	61.36	579.60	3,000.00	2,079.60
02-50-430-401	OPERATING EQUIPMENT	0.00	780.00	2,000.00	39.00	1,220.00	4,000.00	3,220.00
02-50-430-425	J. U. L. I. E. MAINTENANCE & SUF	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-430-476	MATERIAL & SUPPLIES - DISTRIB	797.00	8,303.85	35,000.00	23.73	26,696.15	70,000.00	61,696.15
TRANSPORTATION/DISTRIBUTION								
		38,857.09	156,182.22	248,000.00	62.98	91,817.78	496,000.00	339,817.78
METERS & BILLING								
02-50-435-278	METERS FLOW TESTING	0.00	17,046.88	2,500.00	681.88	(14,546.88)	5,000.00	(12,046.88)
02-50-435-461	NEW METERING EQUIPMENT	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00	30,000.00
02-50-435-462	METER REPLACEMENT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-435-463	MAINTENANCE - METER EQUIPM	0.00	1,556.60	2,500.00	62.26	943.40	5,000.00	3,443.40
METERS & BILLING								
		0.00	18,603.48	21,500.00	86.53	2,896.52	43,000.00	24,396.52
Total Dept 50 - WATER DEPARTMENT								
		259,921.53	2,199,551.79	3,389,757.00	64.89	1,190,205.21	6,779,514.00	4,579,962.21
TOTAL EXPENDITURES								
		259,921.53	2,199,551.79	3,389,757.00	64.89	1,190,205.21	6,779,514.00	4,579,962.21

EXPENDITURE REPORT FOR WILLOWBROOK
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.	APPROP. AVAIL.
Fund 03 - HOTEL/MOTEL TAX FUND								
Dept 53 - HOTEL/MOTEL								
TRANSFERS TO OTHER FUNDS								
03-53-900-101	TRANSFER TO GENERAL	0.00	717,758.53	715,941.00	100.25	(1,817.53)	1,431,882.00	714,123.47
TRANSFERS TO OTHER FUNDS								
		0.00	717,758.53	715,941.00	100.25	(1,817.53)	1,431,882.00	714,123.47
Total Dept 53 - HOTEL/MOTEL								
		0.00	717,758.53	715,941.00	100.25	(1,817.53)	1,431,882.00	714,123.47
TOTAL EXPENDITURES								
		0.00	717,758.53	715,941.00	100.25	(1,817.53)	1,431,882.00	714,123.47

EXPENDITURE REPORT FOR WILLOWBROOK
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.	APPROP. AVAIL.
Fund 04 - MOTOR FUEL TAX FUND								
Dept 56 - MOTOR FUEL TAX								
CAPITAL IMPROVEMENTS								
04-56-430-684	STREET MAINTENANCE CONTRA	0.00	226,372.34	300,000.00	75.46	73,627.66	600,000.00	373,627.66
	CAPITAL IMPROVEMENTS	0.00	226,372.34	300,000.00	75.46	73,627.66	600,000.00	373,627.66
ENGINEERING								
04-56-430-245	ENGINEERING	562.50	5,768.35	25,000.00	23.07	19,231.65	50,000.00	44,231.65
	ENGINEERING	562.50	5,768.35	25,000.00	23.07	19,231.65	50,000.00	44,231.65
	Total Dept 56 - MOTOR FUEL TAX	562.50	232,140.69	325,000.00	71.43	92,859.31	650,000.00	417,859.31
TOTAL EXPENDITURES								
		562.50	232,140.69	325,000.00	71.43	92,859.31	650,000.00	417,859.31

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020

DB - vvilowdbook									
GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.	
Fund 06 - SSA ONE BOND & INTEREST FUND									
Dept 60 - SSA BOND									
OTHER									
06-60-550-401	BOND PRINCIPAL EXPENSE	180,000.00	180,000.00	180,000.00	100.00	0.00	360,000.00	180,000.00	
06-60-550-402	BOND INTEREST EXPENSE	70,962.50	141,925.00	141,925.00	100.00	0.00	283,850.00	141,925.00	
OTHER		250,962.50	321,925.00	321,925.00	100.00	0.00	643,850.00	321,925.00	
Total Dept 60 - SSA BOND		250,962.50	321,925.00	321,925.00	100.00	0.00	643,850.00	321,925.00	
TOTAL EXPENDITURES									
		250,962.50	321,925.00	321,925.00	100.00	0.00	643,850.00	321,925.00	

EXPENDITURE REPORT FOR WILLOWBROOK
PERIOD ENDING 12/31/2020

GL NUMBER		DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 07 - POLICE PENSION FUND								
Dept 62								
ADMINISTRATION								
07-62-401-242		LEGAL FEES	0.00	550.00	1,000.00	55.00	450.00	2,000.00
07-62-401-251		AUDIT FEES	0.00	3,515.00	3,515.00	100.00	0.00	7,030.00
07-62-401-252		ACTUARY SERVICES	0.00	6,000.00	4,400.00	136.36	(1,600.00)	8,800.00
07-62-401-253		FINANCIAL ADVISORY FEES	0.00	15,392.00	27,500.00	55.97	12,108.00	55,000.00
07-62-401-254		FIDUCIARY INSURANCE	0.00	0.00	3,283.00	0.00	3,283.00	6,566.00
07-62-401-304		SCHOOLS CONFERENCE TRAVE	0.00	2,090.00	4,210.00	49.64	2,120.00	8,420.00
07-62-401-307		FEES DUES SUBSCRIPTIONS	0.00	795.00	819.00	97.07	24.00	1,638.00
07-62-401-311		POSTAGE & METER RENT	0.00	48.71	0.00	100.00	(48.71)	0.00
07-62-401-531		DEPT OF INSURANCE FILING FEE	0.00	4,544.07	4,400.00	103.27	(144.07)	8,800.00
07-62-401-543		EXAMS - PHYSICAL	0.00	0.00	750.00	0.00	750.00	1,500.00
ADMINISTRATION			0.00	32,934.78	49,877.00	66.03	16,942.22	99,754.00
PENSION BENEFITS								
07-62-401-581		PENSION BENEFITS	110,031.51	879,549.42	1,332,332.00	66.02	452,782.58	2,664,664.00
07-62-401-582		WIDOW'S PENSION	6,931.86	55,454.88	83,182.00	66.67	27,727.12	166,364.00
07-62-401-583		NON-DUTY DISABILITY BENEFITS	5,992.97	47,943.76	72,297.00	66.32	24,353.24	144,594.00
07-62-401-584		DUTY DISABILITY BENEFITS	6,007.61	48,060.88	72,091.00	66.67	24,030.12	144,182.00
PENSION BENEFITS			128,963.95	1,031,008.94	1,559,902.00	66.09	528,893.06	3,119,804.00
Total Dept 62								
			128,963.95	1,063,943.72	1,609,779.00	66.09	545,835.28	3,219,558.00
TOTAL EXPENDITURES								
			128,963.95	1,063,943.72	1,609,779.00	66.09	545,835.28	3,219,558.00
								2,155,614.28

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. 2020-21	APPROP. AVAIL.
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
Dept 65 - WATER CAPITAL IMPROVEMENTS								
CAPITAL IMPROVEMENTS								
09-65-440-600	WATER SYSTEM IMPROVEMENT:	19,380.00	24,380.00	135,380.00	18.01	111,000.00	270,760.00	246,380.00
09-65-440-602	MTU REPLACEMENT	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
CAPITAL IMPROVEMENTS		19,380.00	24,380.00	136,380.00	17.88	112,000.00	272,760.00	248,380.00
Total Dept 65 - WATER CAPITAL IMPROVEMENTS		19,380.00	24,380.00	136,380.00	17.88	112,000.00	272,760.00	248,380.00
TOTAL EXPENDITURES								
		19,380.00	24,380.00	136,380.00	17.88	112,000.00	272,760.00	248,380.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020

DB: Willowbrook

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 11 - DEBT SERVICE FUND								
Dept 70 - DEBT SERVICE FUND								
OTHER								
11-70-550-401	BOND PRINCIPAL EXPENSE	0.00	218,686.00	218,686.00	100.00	0.00	437,372.00	218,686.00
11-70-550-402	BOND INTEREST EXPENSE	0.00	107,860.00	107,860.00	100.00	0.00	215,720.00	107,860.00
OTHER		0.00	326,546.00	326,546.00	100.00	0.00	653,092.00	326,546.00
Total Dept 70 - DEBT SERVICE FUND								
		0.00	326,546.00	326,546.00	100.00	0.00	653,092.00	326,546.00
TOTAL EXPENDITURES								
		0.00	326,546.00	326,546.00	100.00	0.00	653,092.00	326,546.00

EXPENDITURE REPORT FOR WILLOWBROOK
 PERIOD ENDING 12/31/2020

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/20	YTD BALANCE 12/31/2020	2020-21 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.	APPROP. AVAIL.
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX								
Dept 15 - PLANNING & ECONOMIC DEVELOPMENT								
CONTINGENCIES								
15-15-401-242	LEGAL FEES	190.00	3,664.10	10,000.00	36.64	6,335.90	20,000.00	16,335.90
CONTINGENCIES		190.00	3,664.10	10,000.00	36.64	6,335.90	20,000.00	16,335.90
ADMINISTRATION								
15-15-455-513	SALES TAX REBATE- TOWN CEN	0.00	0.00	84,515.00	0.00	84,515.00	169,030.00	169,030.00
15-15-455-514	SALES TAX REBATE - PFM	0.00	0.00	165,000.00	0.00	165,000.00	330,000.00	330,000.00
ADMINISTRATION		0.00	0.00	249,515.00	0.00	249,515.00	499,030.00	499,030.00
STREET MAINTENANCE								
15-15-745-224	MAINT TRAFFIC SIGNALS	3,141.00	3,141.00	3,141.00	100.00	0.00	6,282.00	3,141.00
STREET MAINTENANCE		3,141.00	3,141.00	3,141.00	100.00	0.00	6,282.00	3,141.00
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMENT		3,331.00	6,805.10	262,656.00	2.59	255,850.90	525,312.00	518,506.90
TOTAL EXPENDITURES								
		3,331.00	6,805.10	262,656.00	2.59	255,850.90	525,312.00	518,506.90
TOTAL EXPENDITURES - ALL FUNDS								
		1,545,530.40	11,083,345.97	16,734,153.00	66.23	5,650,807.03	33,468,306.00	22,384,960.03

WARRANTS

January 11, 2021

GENERAL CORPORATE FUND	-----	\$434,177.87
WATER FUND	-----	\$38,443.98
POLICE PENSION FUND	-----	\$125.00
 TOTAL WARRANTS	-----	 \$472,746.85

Carrie Dittman, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/16/2020	APCH	96504**	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	42.41
				PHONE - TELEPHONES	455-201	10	84.82
				PHONE - TELEPHONES	630-201	30	821.41
				TELEPHONES	710-201	35	84.82
				TELEPHONES	810-201	40	42.41
				CHECK APCHK 96504 TOTAL FOR FUND 01:			1,075.87
01/12/2021	APCH	192(E)*#	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	15,668.43
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.68
				LIFE INSURANCE - COMMISSIONERS	435-148	07	18.48
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3,763.06
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	87.71
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	610.08
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	70.56
				LIFE INSURANCE - COMMISSIONERS	550-148	20	53.20
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	3,001.53
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	26,842.21
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,421.77
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,856.78
				CHECK APCHK 192(E) TOTAL FOR FUND 01:			55,465.49
01/12/2021	APCH	193(E)*#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	36.00
				FUEL/MILEAGE/WASH	630-303	30	2,753.17
				FUEL/MILEAGE/WASH	710-303	35	357.05
				FUEL/MILEAGE/WASH	810-303	40	46.33
				CHECK APCHK 193(E) TOTAL FOR FUND 01:			3,192.55
01/12/2021	APCH	96507	ADMINISTRATIVE CONSULTING SPECIA	CONSULTING SERVICES	640-306	30	2,375.00
01/12/2021	APCH	96509	ARROWHEAD SCIENTIFIC INC	OPERATING EQUIPMENT	630-401	30	400.54
01/12/2021	APCH	96511	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	1,112.12
01/12/2021	APCH	96512	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
01/12/2021	APCH	96513#	BLUE LINE LEARNING GROUP LLC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	784.00
				SCHOOLS/CONFERENCES/TRAVEL	710-304	35	112.00
				CHECK APCHK 96513 TOTAL FOR FUND 01:			896.00
01/12/2021	APCH	96514	CHICAGO TRIBUNE	PRINTING & PUBLISHING	510-302	15	92.03

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
01/12/2021	APCH	96515#	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER-REIMB	520-254	15	330.00
				PLAN REVIEW - ENGINEER-REIMB	520-254	15	110.00
				PLAN REVIEW - ENGINEER-REIMB	520-254	15	110.00
				PLAN REVIEW - ENGINEER-REIMB	520-254	15	912.50
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	550.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	440.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	270.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	165.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	227.39
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	165.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	390.14
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	110.00
				CHECK APCHK 96515 TOTAL FOR FUND 01:			4,000.03
01/12/2021 APCH 96516# CITY WIDE OF ILLINOIS							
				MAINTENANCE - BUILDING	466-228	10	1,120.32
				BUILDING MAINTENANCE SUPPLIES	466-351	10	93.06
				MAINTENANCE - BUILDING	630-228	30	1,827.23
				CHECK APCHK 96516 TOTAL FOR FUND 01:			3,040.61
01/12/2021 APCH 96517# COMCAST CABLE							
				INTERNET/WEBSITE HOSTING	460-225	10	226.82
				INTERNET/WEBSITE HOSTING	715-225	35	118.35
				CHECK APCHK 96517 TOTAL FOR FUND 01:			345.17
01/12/2021 APCH 96518*# COMED							
				ENERGY/COMED (835 MIDWAY)	466-240	10	505.11
				RED LIGHT - COM ED	630-248	30	32.47
				ENERGY - STREET LIGHTS	745-207	35	50.14
				ENERGY - STREET LIGHTS	745-207	35	97.52
				ENERGY - STREET LIGHTS	745-207	35	1,337.98
				ENERGY - STREET LIGHTS	745-207	35	508.85
				CHECK APCHK 96518 TOTAL FOR FUND 01:			2,532.07
01/12/2021 APCH 96519 CRITICAL REACH INC							
				FEES/DUES/SUBSCRIPTIONS	630-307	30	300.00
01/12/2021 APCH 96520*# DELTA DENTAL PLAN OF ILLINOIS							
				EMP DED PAY- INSURANCE	210-204	00	1,486.51
				EMP DED PAY- INSURANCE	210-204	00	39.06
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	271.09
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	114.32
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	1,982.53
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	213.93

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	228.64
				CHECK APCHK 96520 TOTAL FOR FUND 01:			4,336.08
01/12/2021	APCH	96521	DUPAGE CNTY CHIEFS OF POL. ASSN.	FEEES/DUES/SUBSCRIPTIONS	630-307	30	275.00
				FEEES/DUES/SUBSCRIPTIONS	630-307	30	275.00
				CHECK APCHK 96521 TOTAL FOR FUND 01:			550.00
01/12/2021	APCH	96522	DUPAGE COUNTY CLERK	FEEES/DUES/SUBSCRIPTIONS	630-307	30	10.00
01/12/2021	APCH	96523	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
				RADIO DISPATCHING	675-235	30	21,787.25
				CHECK APCHK 96523 TOTAL FOR FUND 01:			22,537.25
01/12/2021	APCH	96524	EVT TECH	MAINTENANCE - VEHICLES	630-409	30	527.70
				MAINTENANCE - VEHICLES	630-409	30	204.95
				CHECK APCHK 96524 TOTAL FOR FUND 01:			732.65
01/12/2021	APCH	96525**	EMS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	42.94
				MAINTENANCE - BUILDING	466-228	10	83.64
				CHECK APCHK 96525 TOTAL FOR FUND 01:			126.58
01/12/2021	APCH	96526**	FIRST NATIONAL BANK OMAHA	EDP LICENSES	460-263	10	64.99
				EDP LICENSES	460-263	10	337.50
				EDP LICENSES	460-263	10	128.00
				EDP LICENSES	460-263	10	337.50
				EDP LICENSES	460-263	10	128.52
				EDP LICENSES	555-263	20	14.99
				FEEES/DUES/SUBSCRIPTIONS	610-307	25	43.07
				FEEES/DUES/SUBSCRIPTIONS	610-307	25	(39.00)
				FEEES/DUES/SUBSCRIPTIONS	610-307	25	(41.63)
				OPERATING EQUIPMENT	630-401	30	830.00
				CHECK APCHK 96526 TOTAL FOR FUND 01:			1,803.94
01/12/2021	APCH	96527	FLEETPRIDE TRUCK & TRAILER PARTS	MAINTENANCE - VEHICLES	735-409	35	211.79
01/12/2021	APCH	96528	GEWALT HAMILTON ASSOCIATES INC	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	81.00
01/12/2021	APCH	96529	GHD SERVICES INC.	CRISIS MANAGEMENT	475-367	10	2,473.25
				CRISIS MANAGEMENT	475-367	10	3,424.00

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CRISIS MANAGEMENT	475-367	10	3,823.89
				CHECK APCHK 96529 TOTAL FOR FUND 01:			9,721.14
01/12/2021	APCH	96531	HALOCK SECURITY LABS	CONSULTING SERVICES - IT	460-306	10	2,350.00
				CONSULTING SERVICES - IT	460-306	10	6,250.00
				CHECK APCHK 96531 TOTAL FOR FUND 01:			8,600.00
01/12/2021	APCH	96533*	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	570-331	20	23.74
				MAINTENANCE - BUILDING	630-228	30	18.88
				MAINTENANCE - GARAGE	725-413	35	94.93
				MAINTENANCE - GARAGE	725-413	35	55.88
				CHECK APCHK 96533 TOTAL FOR FUND 01:			193.43
01/12/2021	APCH	96534	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
01/12/2021	APCH	96535	IL PUBLIC WORKS MUTUAL AID NETWO	FEES/DUES/SUBSCRIPTIONS	710-307	35	100.00
01/12/2021	APCH	96536	IRMA	INSURANCE - IRMA	480-272	10	237,971.00
01/12/2021	APCH	96537	JAMES MARTINO	UNIFORMS	630-345	30	750.00
01/12/2021	APCH	96538	JOSE CHAVEZ-JIMENEZ	UNIFORMS	630-345	30	610.01
01/12/2021	APCH	96539	JSN CONTRACTORS SUPPLY	MAINTENANCE - PW BUILDING	725-418	35	2,390.00
01/12/2021	APCH	96540	KEVRON PRINTING & DESIGN INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	414.05
01/12/2021	APCH	96541	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	79.36
01/12/2021	APCH	96542	LA FASTENERS INC	MAINTENANCE - VEHICLES	735-409	35	67.87
01/12/2021	APCH	96543	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	7,553.70
				FEES - LABOR COUNSEL	470-242	10	5,842.50
				FEES - LABOR COUNSEL	470-242	10	408.50
				CRISIS MANAGEMENT	475-367	10	4,417.50
				CHECK APCHK 96543 TOTAL FOR FUND 01:			18,222.20
01/12/2021	APCH	96544	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	336.50
				FEES - COURT REPORTER	520-246	15	312.90
				CHECK APCHK 96544 TOTAL FOR FUND 01:			649.40
01/12/2021	APCH	96546	MID-STATES ORGANIZED CRIME	FEES/DUES/SUBSCRIPTIONS	630-307	30	150.00
01/12/2021	APCH	96547	MIDCO	PHONE - TELEPHONES	455-201	10	880.00

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
 CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				PHONE - TELEPHONES	455-201	10	240.00
				CHECK APCHK 96547 TOTAL FOR FUND 01:			1,120.00
01/12/2021	APCH	96549	MITECHS, INC.	EDP LICENSES	460-263	10	5,332.00
01/12/2021	APCH	96550	NATIONAL ASSOC OF FIRE INVESTIGA	FEES/DUES/SUBSCRIPTIONS	630-307	30	55.00
01/12/2021	APCH	96551	NCBERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
01/12/2021	APCH	96552#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	390.74
				NICOR GAS (7760 QUINCY)	630-235	30	533.90
				NICOR GAS	725-415	35	436.57
				CHECK APCHK 96552 TOTAL FOR FUND 01:			1,361.21
01/12/2021	APCH	96553	OCCUPATIONAL HEALTH CENTERS	FEES/DUES/SUBSCRIPTIONS	630-307	30	185.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	185.00
				CHECK APCHK 96553 TOTAL FOR FUND 01:			370.00
01/12/2021	APCH	96554	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	96.63
01/12/2021	APCH	96555	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	1,102.80
01/12/2021	APCH	96556	PAPER DIRECT	OFFICE SUPPLIES	455-301	10	41.61
01/12/2021	APCH	96557#	PETTY CASH C/O CAROLINE DITTMAN	EDP EQUIPMENT/SOFTWARE	460-212	10	40.00
				PUBLIC RELATIONS	475-365	10	180.00
				OPERATING EQUIPMENT	630-401	30	3.24
				EDP EQUIPMENT/SOFTWARE	715-212	35	19.98
				CHECK APCHK 96557 TOTAL FOR FUND 01:			243.22
01/12/2021	APCH	96558*#	RAGS ELECTRIC, INC	MAINTENANCE - PW BUILDING	725-418	35	558.83
				MAINTENANCE - STREET LIGHTS	745-223	35	1,305.35
				MAINTENANCE - STREET LIGHTS	745-223	35	805.00
				MAINTENANCE - STREET LIGHTS	745-223	35	238.50
				MAINTENANCE - STREET LIGHTS	745-223	35	105.50
				MAINTENANCE - STREET LIGHTS	745-223	35	419.00
				CHECK APCHK 96558 TOTAL FOR FUND 01:			3,432.18
01/12/2021	APCH	96559	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	825.00
01/12/2021	APCH	96560	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	487.94
				OPERATING EQUIPMENT	630-401	30	699.00

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
 CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				OPERATING EQUIPMENT	630-401	30	64.20
				CHECK APCHK 96560 TOTAL FOR FUND 01:			1,251.14
01/12/2021	APCH	96561	SHERIDAN PLUMBING & SEWER	JET CLEANING CULVERT	750-286	35	1,730.00
01/12/2021	APCH	96562	STERLING CODIFIERS INC.	CODIFY ORDINANCES	455-266	10	500.00
01/12/2021	APCH	96563*	TAMELING GRADING	CONTRACTED MAINTENANCE	570-281	20	1,746.00
				STREET & ROW MAINTENANCE	750-328	35	4,545.00
				CHECK APCHK 96563 TOTAL FOR FUND 01:			6,291.00
01/12/2021	APCH	96565	TEMPERATURE ENGINEERING INC	MAINTENANCE - BUILDING	466-228	10	1,887.50
01/12/2021	APCH	96566#	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES	630-409	30	125.00
				MAINTENANCE - VEHICLES	810-409	40	173.40
				CHECK APCHK 96566 TOTAL FOR FUND 01:			298.40
01/12/2021	APCH	96567	TRAFFIC CONTROL & PROTECTIONS	OPERATING EQUIPMENT	630-401	30	2,895.00
01/12/2021	APCH	96569	UNITED STATE POSTAL SERVICE	PREPAID POSTAGE	190-102	00	5,000.00
01/12/2021	APCH	96570#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	2.16
				OFFICE SUPPLIES	455-301	10	22.99
				OFFICE SUPPLIES	455-301	10	51.19
				COMMISSARY PROVISION	455-355	10	15.29
				COMMISSARY PROVISION	455-355	10	32.38
				OFFICE SUPPLIES	510-301	15	13.33
				OFFICE SUPPLIES	610-301	25	61.47
				OFFICE SUPPLIES	610-301	25	79.34
				OPERATING EQUIPMENT	630-401	30	57.98
				OPERATING EQUIPMENT	630-401	30	128.39
				OPERATING EQUIPMENT	630-401	30	85.59
				OPERATING EQUIPMENT	630-401	30	76.06
				OFFICE SUPPLIES	710-301	35	24.95
				CHECK APCHK 96570 TOTAL FOR FUND 01:			651.12
01/12/2021	APCH	96571**	WAREHOUSE DIRECT	COMMISSARY PROVISION	455-355	10	20.49
01/12/2021	APCH	96572	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER	520-257	15	10,808.40
01/12/2021	APCH	96573#	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	60.72
				OPERATING EQUIPMENT	630-401	30	101.83

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 12/16/2020 - 01/12/2021

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
01/12/2021	APCH	96574	WESTOWN AUTO SUPPLY COMPANY	CHECK APCHK 96573 TOTAL FOR FUND 01:			162.55
01/12/2021	APCH	96575	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	735-409	35	79.81
01/12/2021	APCH	96576	WINGREN LANDSCAPE INC.	MAINTENANCE - VEHICLES	630-409	30	393.58
				CONTRACTED MAINTENANCE	570-281	20	2,564.00
				Total for fund 01 GENERAL FUND			434,177.87

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
 CHECK DATE FROM 12/16/2020 - 01/12/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
12/16/2020	APCH	96504**	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	84.82
01/05/2021	APCH	96505	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
01/12/2021	APCH	192(E)**	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,480.51
01/12/2021	APCH	193(E)**	WEX BANK	FUEL/MILEAGE/WASH	401-303	50	357.05
01/12/2021	APCH	96506	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	15.60
01/12/2021	APCH	96508	AMERICAN PUB.WKS.ASSN.	FEES DUES SUBSCRIPTIONS	401-307	50	215.00
01/12/2021	APCH	96510	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	1,027.00
01/12/2021	APCH	96518**	COMED	ENERGY - ELECTRIC PUMP	420-206	50	1,021.35
				ENERGY - ELECTRIC PUMP	420-206	50	1,212.28
				CHECK APCHK 96518 TOTAL FOR FUND 02:			2,233.63
01/12/2021	APCH	96520**	DELTA DENTAL PLAN OF ILLINOIS	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	213.93
01/12/2021	APCH	96525**	EWS WELDING SUPPLY, INC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	375.14
01/12/2021	APCH	96530	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,450.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	600.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,470.00
				CHECK APCHK 96530 TOTAL FOR FUND 02:			17,620.00
01/12/2021	APCH	96532	HBK WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	49.41
01/12/2021	APCH	96533**	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	191.65
				OPERATING EQUIPMENT	430-401	50	868.00
				CHECK APCHK 96533 TOTAL FOR FUND 02:			1,059.65
01/12/2021	APCH	96545	METROPOLITAN INDUSTRIES INC	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	138.00
01/12/2021	APCH	96548	MIDWEST METER INC	NEW METERING EQUIPMENT	435-461	50	7,000.00
01/12/2021	APCH	96558**	RAGS ELECTRIC, INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	367.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
01/12/2021	APCH	96526**#	FIRST NATIONAL BANK OMAHA	SCHOOLS CONFERENCE TRAVEL	401-304	62	125.00
				Total for fund 07 POLICE PENSION FUND			125.00
			TOTAL - ALL FUNDS				472,746.85

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

Payroll Liability Check Register
For Check Dates 12/01/2020 to 12/31/2020

Check Number	Vendor Name	Check Date	Check Amount
53915	AFLAC	12/31/2020	2,722.64
53916	I C M A RETIREMENT TRUST - 457	12/31/2020	825.00
53917	ILLINOIS STATE DISBURSEMENT UNIT	12/31/2020	997.30
53918	ILLINOIS FRATERNAL	12/31/2020	1,104.00
53919	NATIONWIDE RETIREMENT SOLUTIONS	12/31/2020	5,641.58
EFT346	EFTPS	12/31/2020	35,404.48
EFT347	I.M.R.F. PENSION FUND	12/31/2020	28,263.45
EFT348	VILLAGE OF WILLOWBROOK	12/31/2020	49,921.83
EFT349	ILLINOIS DEPT. OF REVENUE	12/31/2020	7,970.76
53910	I C M A RETIREMENT TRUST - 457	12/18/2020	825.00
53911	ILLINOIS STATE DISBURSEMENT UNIT	12/18/2020	2,244.30
53912	NATIONWIDE RETIREMENT SOLUTIONS	12/18/2020	8,243.13
EFT342	EFTPS	12/18/2020	41,333.21
EFT343	COMMUNITY BANK OF WILLOWBROOK	12/18/2020	272.23
EFT344	VILLAGE OF WILLOWBROOK	12/18/2020	49,921.83
EFT345	ILLINOIS DEPT. OF REVENUE	12/18/2020	5,875.29
EFT341	EFTPS	12/11/2020	724.72
53904	I C M A RETIREMENT TRUST - 457	12/04/2020	825.00
53905	ILLINOIS STATE DISBURSEMENT UNIT	12/04/2020	997.30
53906	NATIONWIDE RETIREMENT SOLUTIONS	12/04/2020	8,425.48
EFT337	EFTPS	12/04/2020	34,133.79
EFT338	COMMUNITY BANK OF WILLOWBROOK	12/04/2020	272.23
EFT339	VILLAGE OF WILLOWBROOK	12/04/2020	49,921.83
EFT340	ILLINOIS DEPT. OF REVENUE	12/04/2020	7,681.74
Total Checks: 24		Total Paid:	\$344,548.12

VILLAGE OF WILLOWBROOK

BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE EXTENDING TEMPORARY EXECUTIVE POWERS PURSUANT TO
65 ILCS 5/11-1-6

AGENDA NO. 5.e.

AGENDA DATE: 01/11/21

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: *M. Mertens / mm*

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: *T. Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMISSION: YES ☐ NO ☐ N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

In late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China. The World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020.

On March 9, 2020 Illinois Governor JB Pritzker declared all counties in the State of Illinois as a disaster area, (Governor's Disaster Proclamation). Following the lead of Governor J. B. Pritzker, health agencies on both the State and Federal level, the DuPage County Board on March 16, 2020 passed the DuPage County Disaster Proclamation. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID-19 a global pandemic. The Centers for Disease Control and Prevention has reported 20,732,404 confirmed cases and 285,351 deaths in the United States and the Illinois Department of Public Health has reported 991,719 confirmed cases and 16,959 deaths that are attributable to COVID-19 as of January 6, 2021.

On July 24, 2020 Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria. On October 20, 2020, the Governor implemented additional restrictions limiting gatherings sizes and banning indoor bar and restaurant services beginning on October 23, 2020 for regions 7 and 8. On December 11, 2020 the Governor issued Executive Order 2020-74 further tightening restrictions on bars, restaurants, and social gatherings to help mitigate the spread of COVID-19. On November 20, 2020, the Governor implemented Tier 3 Resurgence Mitigation restrictions to combat the exponential growth of COVID-19 within the State. (attached).

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

It is the policy of the Village of Willowbrook that the corporate authorities will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the mayor to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

If the ordinance is approved, it would allow for the follow items allowable through the code of ordinances:

- a) All actions reasonably and expeditiously necessary to respond to the local state of emergency; and
- b) Approve previously appropriated expenditures of the Village for the purpose of continuing the operations of the Village; and
- c) In the event the local state of emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approve new spending by the Village during the existence of the local state of emergency;
- d) Canceling meetings of any board or commission to which the Mayor appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board of commission as is specified in the cancellation notice;
- e) Suspend licenses or permits for special events or any other licenses or permits issued by the Village which in the judgment of the Mayor could impact the public health or well-being of residents or visitors to the community;
- f) Authorize any purchase for which funds are available reasonably related to the local state of emergency; and
- g) Authorize to close Village facilities as is reasonably required to protect the health of the public and employees of the Village related to the local state of emergency.

This Extension of the Temporary Executive Power Ordinance will be in full affect until the next regular meeting of the Village Board of the Village of Willowbrook.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 21-O-01

**AN ORDINANCE EXTENDING TEMPORARY
EXECUTIVE POWERS PURSUANT TO 65 ILCS 5/11-1-6**

WHEREAS, on March 23, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 ordering all individuals, with certain exceptions, to shelter in place through April 7, 2020; and

WHEREAS, during the March 23, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-08, entitled “An Ordinance Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

WHEREAS, on March 23, 2020, Village Mayor, Frank A. Trilla, signed a “Proclamation Declaring An Emergency In The Village Of Willowbrook Due To The Coronavirus (COVID-19) Outbreak”; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18 extending for an additional thirty (30) days certain executive orders, including Executive Order 2020-10, ordering all individuals, with certain exceptions, to shelter in place through April 30, 2020; and

WHEREAS, effective May 1, 2020, Governor JB Pritzker signed Executive Order 2020-32 extending for another thirty (30) days prior Executive Orders continuing shelter-in-place orders until May 30, 2020; and

WHEREAS, during the April 27, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-13,

entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”;
and

WHEREAS, during the May 11, 2020 regular Village Board Meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-17, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-6”; and

WHEREAS, during the May 26, 2020 Village Board meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-19 extending temporary executive powers; and

WHEREAS, during the June 8, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-21 extending temporary executive powers; and

WHEREAS, during the June 22, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and the Mayor approved Ordinance No. 20-O-23 extending temporary executive powers; and

WHEREAS, on June 26, 2020, Governor JB Pritzker issued Executive Order 2020-44 (COVID-19 Executive Order No. 42) which extended prior Executive Orders related to the COVID-19 pandemic and again declared all counties in the State of Illinois disaster areas for an additional thirty (30) days; and

WHEREAS, on July 24, 2020, Governor JB Pritzker extended the Disaster Proclamations, previously issued, for an additional thirty (30) days; and

WHEREAS, on August 21, 2020, Governor JB Pritzker extended the disaster proclamation, previously issued, for an additional thirty (30) days; and

WHEREAS, on October 16, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on November 13, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on December 11, 2020, Governor JB Pritzker, by Executive Order 2020-74, extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, the corporate authorities of the Village believe it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55 and 20-O-63 be extended to the adjournment of the next regularly scheduled Village of Willowbrook Mayor and Board of Trustees' meeting.

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

SECTION 1. The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village that the Village extend the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55 and 20-O-63, and as further extended by this Village Ordinance 21-O-01, until the adjournment of the next regularly scheduled meeting of the Village of Willowbrook Mayor and Board of Trustees.

SECTION 2. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 11th day of January, 2021.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



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IN THE OFFICE OF
SECRETARY OF STATE

December 11, 2020

Executive Order 2020-74

EXECUTIVE ORDER 2020-74
(COVID-19 EXECUTIVE ORDER NO. 70)

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 830,000, and taking the lives of more than 14,000 residents; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, at all times but especially during a public health crisis, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, public health research and guidance indicates the necessity and efficacy of wearing cloth face coverings in public settings where social distancing measures are difficult to maintain, and indicates that the risk of transmission outdoors is less than the risk of transmission indoors; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, in addition to causing the tragic loss of more than 14,000 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, many executive agencies in the State have focused their limited resources on the ongoing response to the COVID-19 pandemic; and,

WHEREAS, the COVID-19 pandemic has required the Illinois Department of Agriculture (IDOA) to address the outbreak's impact on the State's food supply chain through regulation and oversight of meat and poultry facilities and livestock management facilities; and,

WHEREAS, the COVID-19 pandemic's disruption to the livestock market has required IDOA to concentrate its resources on working with livestock owners and producers in addressing safe and environmental animal disposal concerns through its oversight and regulation of the Dead Animal Disposal Act; and,

WHEREAS, IDOA regulates and investigates many other industries that have been directly impacted by the COVID-19 pandemic including, but not limited to, pesticide applicators, animal shelters, pet shops, and gas stations, and the continued, proper regulation of these industries requires IDOA to commit additional time and resources into creating new procedures for conducting remote investigations and trainings; and,

WHEREAS, the COVID-19 pandemic's detrimental impact to IDOA's regulated industries has required IDOA to place additional time and resources into organizing and managing the timely implementation of the Business Interruption Grant Program; and,

WHEREAS, on December 11, 2020, considering the expected continuing spread of COVID-19 and the ongoing health and economic impacts that that will be felt over the coming month by people across the State, I declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, in response to the epidemic emergency and public health emergency described above, I find it necessary to re-issue Executive Orders 2020-03, 2020-04, 2020-07, 2020-08, 2020-09, 2020-11, 2020-12, 2020-15, 2020-16, 2020-17, 2020-20, 2020-21, 2020-22, 2020-23, 2020-24, 2020-25, 2020-26, 2020-27, 2020-28, 2020-29, 2020-30, 2020-34, 2020-35, 2020-36, 2020-40, 2020-41, 2020-42, 2020-45, 2020-47, 2020-50, 2020-53, 2020-56, 2020-57, 2020-60, 2020-61, 2020-62, 2020-63, 2020-64, 2020-65, 2020-66, 2020-67, 2020-68, 2020-69, 2020-70, 2020-72, and 2020-73 and hereby incorporate the WHEREAS clauses of those Executive Orders;

THEREFORE, by the powers vested in me as the Governor of the State of Illinois, pursuant to the Illinois Constitution and Sections 7(1), 7(2), 7(3), 7(8), 7(9), and 7(12) of the Illinois Emergency Management Agency Act, 20 ILCS 3305, and consistent with the powers in public health laws, I hereby order the following, effective December 11, 2020:

Part 1: Re-Issue of Executive Orders.

Executive Orders 2020-03, 2020-04, 2020-07, 2020-08, 2020-09, 2020-11, 2020-12, 2020-15, 2020-16, 2020-17, 2020-20, 2020-21, 2020-22, 2020-23, 2020-24, 2020-25, 2020-26, 2020-27, 2020-28, 2020-29, 2020-30, 2020-34, 2020-35, 2020-36, 2020-40, 2020-41, 2020-42, 2020-45, 2020-47, 2020-50, 2020-53, 2020-56, 2020-57, 2020-60, 2020-61, 2020-62, 2020-63, 2020-64, 2020-65, 2020-66, 2020-67, 2020-68, 2020-69, 2020-70, 2020-72, and 2020-73 as follows:

Executive Order 2020-04 (Closure of James R. Thompson Center; waiver of sick leave requirement for State employees):

Sections 2 and 3 of Executive Order 2020-04 are re-issued and extended through **January 9, 2021**. Nothing in Section 2 precludes the Department of Central Management Services from designating specific points of ingress and egress and controlling traffic flow in the James R. Thompson Center for State employees, members of the public attending to State business, and members of the public patronizing the businesses and food court.

Executive Order 2020-07 (In-person meeting requirements):

Section 6 of Executive Order 2020-07, as amended by Executive Order 2020-33 and Executive Order 2020-44, is re-issued and extended through **January 9, 2021**.

Executive Order 2020-08 (Secretary of State operations):

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Sections 3, 4, and 5 of Executive Order 2020-08, as amended by Executive Order 2020-39 and Executive Order 2020-44, are re-issued and extended through **January 9, 2021**.

Executive Order 2020-08 is further amended and revised as follows:

Section 6. The provisions of the Illinois Vehicle Code, 625 ILCS 5, providing for the expiration of vehicle registrations and licenses are suspended as follows: (1) all motor vehicle registrations that expire in November 2020 or December 2020 are extended; and (2) all licenses issued pursuant to Chapter 3, Article IX, Remittance Agents, and Chapter 5, Dealers, Transporters, Wreckers and Rebuilders, that expire on December 31, 2020, are extended if an application to renew the license is received by the Office of the Secretary of State by December 31, 2020.

Executive Order 2020-09 (Telehealth):

Executive Order 2020-09, as amended by Executive Order 2020-52, is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-11 (Illinois Department of Corrections notification period):

Section 4 of Executive Order 2020-11 is re-issued and extended through **January 9, 2021**.

Executive Order 2020-12 (Health care worker background checks; Illinois Department of Juvenile Justice notification period):

Sections 1 and 3 of Executive Order 2020-12 are re-issued and extended through **January 9, 2021**.

Executive Order 2020-15 (Suspending provisions of the Illinois School Code):

Sections 5, 6, 7, 8, and 9 of Executive Order 2020-15 are re-issued and extended through **January 9, 2021**.

Executive Order 2020-16 (Suspension of classroom training requirement for security services):

Section 2 of Executive Order 2020-16 is re-issued and extended through **January 9, 2021**.

Executive Orders 2020-03 and 2020-17 (Cannabis deadlines and applications):

Executive Orders 2020-03 and 2020-17, as modified by Executive Order 2020-18, are re-issued and shall remain in effect as specified by Executive Order 2020-18.

Executive Order 2020-20 (Public assistance requirements):

Executive Order 2020-20 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-21 (Furlough of Illinois Department of Corrections inmates):

Executive Order 2020-21 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-22 (Placements under the Child Care Act of 1969; fingerprint submissions under Health Care Worker Background Check Act):

Sections 4, 5, and the Savings Clause of Executive Order 2020-22 are re-issued and extended through **January 9, 2021**.

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Executive Order 2020-23 (Actions by the Illinois Department of Financial and Professional Regulation for licensed professionals engaged in disaster response):

Executive Order 2020-23 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-24 (Illinois Department of Human Services Forensic Treatment Program; investigations of Illinois Department of Human Services employees):

Executive Order 2020-24 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-25 (Garnishment and wage deductions):

Executive Order 2020-25, as amended by Executive Order 2020-55, is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-26 (Hospital capacity):

While several sections of Executive Order 2020-26 had previously been rescinded, Executive Order 2020-26 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-27 (Cadavers testing positive for COVID-19):

Executive Order 2020-27 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-28 (Industrial radiography certifications):

Executive Order 2020-28, as amended by Executive Order 2020-55, is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-29 (In-person education or exams for professional insurance licenses):

Executive Order 2020-29 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-30 (Expired consular identification documents; electronic filings for the Illinois Human Rights Commission):

Sections 1, 4, 5, and 6 of Executive Order 2020-30 are re-issued and extended through **January 9, 2021.**

Executive Order 2020-34 (Cannabis requirements):

Executive Order 2020-34 is re-issued in its entirety and extended through **January 9, 2021.**

Executive Order 2020-35 (Illinois Department of Public Health regulatory activities):

Sections 14, 15, 16, and 17 of Executive Order 2020-35 are re-issued and extended through **January 9, 2021.**

Executive Order 2020-36 (Marriage licenses):

Executive Order 2020-36 is re-issued in its entirety and extended through **January 9, 2021.**

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Executive Order 2020-40 (Child Labor Law):

Sections 2 and 4 of Executive Order 2020-40 are re-issued and extended through January 9, 2021.

Executive Order 2020-41 (Sports wagering):

Executive Order 2020-41 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-42 (State Fairs):

Executive Order 2020-42 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-45 (Cannabis licenses):

Executive Order 2020-45 is re-issued in its entirety and shall remain in effect as specified by Executive Order 2020-45.

Executive Order 2020-47 (In-person instruction at preK-12 schools):

Executive Order 2020-47 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-50 (Resuming transfers from county jails to Illinois Department of Corrections):

Executive Order 2020-50 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-53 (Region 7 mitigations):

Executive Order 2020-53 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-56 (Region 1 mitigations):

Executive Order 2020-56 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-57 (Cannabis identification cards):

Executive Order 2020-57 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-60 (Region 5 mitigations):

Executive Order 2020-60 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-61 (Regions 7 and 8 mitigations):

Executive Order 2020-61 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-62 (Region 1 Tier 2 mitigations):

Executive Order 2020-62 is re-issued in its entirety and extended through January 9, 2021.

Executive Order 2020-63 (Regions 4 and 10 mitigations):

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Executive Order 2020-63 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-64 (Region 11 mitigations):

Executive Order 2020-64 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-65 (Region 9 mitigations):

Executive Order 2020-65 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-66 (Region 3 mitigations):

Executive Order 2020-66 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-67 (Region 6 mitigations):

Executive Order 2020-67 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-68 (Cannabis registry identification card renewals):

Executive Order 2020-68 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-69 (Region 2 mitigations):

Executive Order 2020-69 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-70 (Regions 5, 7, and 8 Tier 2 mitigations):

Executive Order 2020-70 is re-issued in its entirety and extended through **January 9, 2021**.

Executive Order 2020-72 (Residential eviction moratorium):

Executive Order 2020-72, as amended and revised below, is re-issued in its entirety and extended through **January 9, 2021**.

Section 1. For purposes of this Executive Order, the following terms are defined as set forth below:

- (a) "Covered Person" means any tenant, lessee, sub-lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person or entity with a legal right to pursue an eviction or possessory action, a Declaration under penalty of perjury indicating that:
1. the individual either (i) expects to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment pursuant to Section 2001 of the CARES Act;
 2. the individual is unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;

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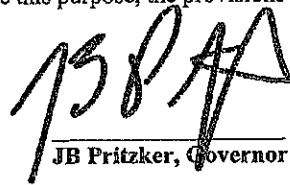
3. the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other Non-Discretionary Expenses; and
 4. eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.
- (b) "Declaration" means the form declaration made available by the Illinois Housing Development Authority (or a similar declaration under penalty of perjury) that tenants, lessees, sub-lessees, or residents of residential properties who are covered by this Executive Order may use to invoke the protections of this Executive Order. Each landlord, owner of a residential property, or other person or entity with a legal right to pursue an eviction or possessory action must provide each tenant, lessee, sub-lessee, and resident with a Declaration at least 5 days prior to commencement of any residential eviction proceeding including, but not limited to, at least 5 days prior to the issuance of a notice of termination of tenancy. Service of the Declaration must conform with the requirements of 735 ILCS 5/9-211.
- (c) "Non-Discretionary Expenses" include, but are not limited to, food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, child care, and transportation costs, including car payments and insurance.

Section 7. A person or entity may not commence a residential eviction action pursuant to or arising under 735 ILCS 5/9-101 et seq. against a tenant who does not owe rent unless the tenant poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. A tenant shall not be required to provide a Declaration if they are covered by this section.

Executive Order 2020-73 (Tier 3 mitigations):

Executive Order 2020-73 is re-issued in its entirety and extended through **January 9, 2021.**

Part 2: Savings Clause. If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.


JB Pritzker, Governor

Issued by the Governor December 11, 2020
Filed by the Secretary of State December 11, 2020

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Illinois Department of Commerce & Economic Opportunity

JB Pritzker, Governor

RESTORE ILLINOIS TIER 3 RESURGENCE MITIGATION FAQ

Updated 11/29/20

General Mitigation Questions

How long will the Tier 3 mitigation measures be in place for?

- Effective November 20, 2020, all regions in the State will operate under the new mitigation requirements to combat the surge of COVID-19 across Illinois. IDPH will continue to track the positivity rates and hospital capacity metrics in regions over a 14-day monitoring period to determine if mitigations can be relaxed, if additional mitigations are required, or if current mitigation should remain in place.
- In order to see a removal of Tier 3 mitigations and transition to Tier 2, a region must experience less than 12 percent test positivity rate for three consecutive days AND greater than 20 percent available intensive care unit (ICU) and hospital bed availability AND declining 7-day average COVID hospitalizations in 7 out of the last 10 days.

Which entities will be charged with enforcement of these new rules?

- State and local law enforcement along with local health departments and the Illinois Department of Public Health.

What are the gathering limitations under the Tier 3 Resurgence mitigations?

- Indoor gatherings of more than one household are prohibited.
- Outdoor gatherings are limited to no more than ten people.

Restaurant, Bars, and Social Events/Banquets

What is considered “outdoor dining”?

A dining or drinking area is considered an outdoor dining or drinking area if the area meets any of the following criteria:

1. Located on the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); or
2. Outdoor space connected to or located on the site of a restaurant, grocery store, health or fitness center, hotel, golf club, or other social club with a food establishment license; or
3. Indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening; or
4. Any other outdoor dining and drinking areas authorized by local governments provided that food and drinks are prepared by licensed food or liquor establishments and that proper

social distancing of 6-ft between designated customer tables and/or other seating areas is observed and parties are of 6 persons or fewer

Is an outdoor structure such as a dome, tent, or igloo permitted as “outdoor dining” under the guidance?

- Yes. Below outlines the guidance for outdoor dining structures and businesses should consult the Illinois Fire Marshal and local fire department for specific guidance on Fire Codes for these structures:

Tents and Other Outdoor Structures for Multiple Tables/Separate Dining Groups

Provided they comply with all required municipal and/or local liquor commission restrictions and approvals, temporary outdoor structures, including tents, are permissible if they comply with the following requirements:

- Temporary outdoor structures must have at least two of the sides open to provide adequate air flow;
- Patrons inside a temporary outdoor structure must be seated, and tables must be spaced a minimum of six feet apart;
- All structural materials should have a fire-resistant certification or flame certification showing material is fire-rated or noncombustible;
- Restaurants will need inclement weather plans in writing and trained staff to prevent any injuries in storms, snow, or other unsafe situations

Tents or Domes/Igloos for Single Table Dining Groups

- Single party only (subject to mitigation restrictions on dining party size);
- The structure must maintain air circulation at all times, for example via an open door, two opposing window/side openings or an open roof panel or panels. Interactions with waitstaff should be brief and all parties must have masks on during these exchanges.
- Sanitize the chairs and table after each use; and
- Servers and other waitstaff to minimize their time in the structure, including instituting measures such as a QR Code menu.

Heating Devices

Businesses should consult with local municipalities and ensure compliance with local and state fire codes to determine if heating devices are permitted within a temporary outdoor structure, and if so, how to operate the device within the structure. Assuming the heating device is permitted, establishments should follow these additional safety considerations to ensure responsible operations:

- Outdoor spaces with heating devices must keep devices away from combustible materials, such as tents, at all times
- Enclosed areas with heating devices must have clearly marked entrances and exits
- Businesses must have sufficient fire extinguishers to cover indoor and outdoor spaces

Can bars and restaurants allow walk-in patrons for outdoor dining?

- Bars and restaurants should take reservations for all parties for outdoor dining for contact tracing purposes. However, bars and restaurants can accept walk-ins provided they record the contact information of at least one person in the party – this is considered a walk-up reservation.

Bars and restaurants are required to utilize a reservation system for patrons. How long should the business retain the reservation record?

- The state recommends businesses maintain a copy of the reservation list for a minimum of 28 days. This will enable the business and state/local health officials to contact the patrons in the event of exposure to COVID-19.

Do the mitigation measures impact drive-thru, take-out or delivery for restaurants?

- No. Mitigations do not restrict take-out, drive-thru, or delivery options for restaurants.

Do these restrictions apply to indoor food courts?

- Indoor food courts can continue to operate for takeout and grab-and-go services, but the food cannot be consumed in the food court common area.

Do the restrictions apply to cafeterias in offices and manufacturing facilities?

- Cafeterias in offices and manufacturing facilities can continue to operate for takeout and grab-and-go services

Can bars and restaurants in mitigation areas serve food and beverages indoors in conjunction with a meeting or special event?

- No. Bars and restaurants in mitigation areas are not permitted to have any indoor dining and service, and therefore may not host meetings, events or gatherings within their establishment.

Do bars and restaurants need to stop accepting customers at 11:00 p.m., or do they have to clear the premises by 11:00 p.m.?

- All patrons must be off the premises by 11:00 p.m. and may reopen at 6:00 a.m. or later. Drive-thru, carry out, and delivery service is still permitted after 11:00 p.m., but customers must depart after obtaining their food and there should not be congregation of customers outside of the restaurant after closure time.

Can restaurants and cafeterias within airports, hospitals, and college dining halls continue to provide indoor dining and exempt from mitigation measures?

- Yes. From the beginning of the emergency declaration to respond to COVID-19, executive order 2020-07 provided that businesses located in airports, hospitals, and dining halls in colleges and universities are exempt from the requirements of this Executive Order. For purposes of ensuring that individuals can eat a meal with no alternatives provided in these venues for eating, they are not subject to the mitigation measures imposed in regions. Patrons must follow the restaurant and bar guidelines in the establishment,

including wearing masks when waitstaff approach and when they are not eating or drinking at a table.

Is video gaming permitted at bars, restaurants and other licensed video gaming locations in areas under mitigation?

- No. All video gaming terminals must be closed.
- Failure to comply with mitigation efforts and restrictions could subject licensees to discipline from the Illinois Gaming Board, up to and including license revocation

Are meetings and events still permissible, even at a reduced capacity?

- No; meeting rooms, banquet centers, private party rooms, country clubs, etc. may not host meetings or events – including weddings – under any capacity.

Retail & Service Counters

What are the new capacity restrictions for retail and general merchandise stores?

- Retail and [service counter stores](#) that are not primarily engaged in the sale of groceries or medicinal drugs (pharmacies) are limited to 25% capacity
- “Big Box” stores that sell both groceries and other items are limited to 25% capacity

What about grocery stores and pharmacies?

- Retail stores that primarily sell groceries (i.e. Jewel, Kroger, Mariano’s, Whole Foods, etc.) or medicinal drugs (pharmacies) can continue to operate at 50% capacity
- For the purpose of this guidance, a retail store “primarily sells groceries” if it derives at least 65% of its revenues from the sale of food items
- For the purpose of this guidance, a retail store “primarily sells medicinal drugs” if it derives at least 50% of its revenues from the sale of prescription and over-the-counter drugs

How do the capacity restrictions impact malls?

- The 25% capacity restriction applies to each store as well as each common area at the mall
- Indoor food courts are permissible for takeaway services only

Do they store employees count towards the capacity restrictions?

- No

What are the capacity restrictions for cannabis dispensaries?

- Recreational dispensaries are limited to 25% capacity
- Dispensaries that derive at least 50% of their revenue from the sale of medicinal can operate at up to 50% capacity

What about Flea Markets & Farmer’s Markets

- Flea markets and farmer’s markets should operate at 25% capacity, or 15 people per 1,000 feet.
- Booths/exhibits should be spaced the lesser of every third spot, or 30 feet apart
- Indoor flea markets should open windows and doors for fresh air flow

- Face coverings should always be worn, whether indoor or outdoor
- Flea Markets should have hand sanitizer available for customers upon entering the flea market and/or available at various locations within the flea market
- If possible, vendors should use an impermeable barrier or a second table between vendors and customers
- Flea Market should have employees monitoring the venue to ensure customers are social distancing and wearing face coverings

Sports and Fitness Centers

What are the current restrictions on health and fitness facilities?

- Health and fitness centers are limited to 25% of occupancy at any given time
- No group fitness classes
- 1-on-1 personal training permitted
- Workout stations should be configured to be 6 feet apart (either positioned or decommissioning at certain stations), or 3 feet apart with impermeable barriers installed
- Locker rooms should be closed (except minimum facilities for swimmers may be open to shower/change), including all amenities such as saunas, steam rooms, and whirlpools should also be closed
- Reservations are required

What does it mean that a “reservation” is required?

- Health and fitness facilities must use a reservation system (1) to know how many members are using the facility and ensure that they do not exceed capacity limits and (2) to have a record of members who were at the facility at a certain time for contact tracing purposes. Walk-up reservations (including through membership card swipes) are sufficient as long as the gym knows how many members are at the facility and has a record of when members were on premises for contact tracing.

What about “specialty” gyms such as a spin studio or a gym with high intensity cardio classes?

- Gyms that typically offer one group class at a time can no longer offer those classes. However, these gyms may operate at 25% capacity for individual users

Is yoga considered an indoor class subject to the same restrictions?

- Yoga classes that are performed in a group setting are not permitted under Tier 3 mitigation measures.
- Individuals can practice yoga on a mat and 6 feet apart from other patrons wearing a face covering in the gym, but not as part of a group class

Is 1:1 personal training still okay?

- Yes. Personal training sessions are still permitted during Tier 3 mitigation. Both trainer and trainee need to wear a mask during the session.

Are youth and recreational sports still permissible?

- All indoor group sporting and recreational activities including youth and adult recreational sports are currently not permitted
- Only 1-on-1 training for indoor sports can occur right now.

What's the policy on tennis?

- Indoor tennis practice and lessons only; two people total per court or a player can utilize a ball machine, no competitive or recreational play.
- Outdoor tennis is permitted

What's the policy on swimming?

- Lap swimming is permitted at fitness facilities; swimmers cannot share lanes
- Swim team competitions and practices are prohibited
- Group swim lessons should be paused
- 1:1 swimming instruction is allowed

Do indoor pools have to close because locker rooms must be closed?

- Fitness and instruction facilities with indoor pools can keep a minimum amount of locker room space open to provide basic sanitary services, but must limit access to no more than 10 persons at a time
- Guests must always wear face coverings in locker rooms
- Indoor pools and water parks for recreation, amusement or group lessons must close

Do fitness centers need to close locker room restroom facilities?

- No, restroom facilities in locker rooms can remain open.
- Operators must minimize congregation for use of restroom facilities and abide by sanitation requirements.
- Operators must clearly indicate that other common areas, changing rooms, showers, amenities, etc. are closed.

What's the guidance for indoor basketball?

- Indoor group sporting and recreational basketball is to be closed. Only individual shooting around, practice drills, and other training may occur

What about outdoor sports?

- Teams may practice outdoor in groups of 10 or less, with proper social distancing
- Competitive play is not permissible

Is golf still permissible?

- Yes; golf courses can continue to operate under the golf guidance
- Indoor dining service and meeting rooms must stay closed
- Group lessons are limited to 10 people, including the instructor

Are competitive and group dance classes permitted?

- No. All groups practices and competitions must pause all activity during Tier 3 mitigations

Are professional sports and collegiate level sports subject to the Tier 3 mitigations?

- No. Professional sports and collegiate level sports teams are exempt from these mitigations

Indoor Recreation, Theaters, and other Entertainment Venues

What are the restrictions on indoor recreation?

- All indoor recreation currently subject to the [indoor and outdoor recreation](#) guidelines must close
- Additionally, other recreational activities such as movie theatres, museums, and bowling alleys must also close

What about outdoor recreation?

- Outdoor recreational facilities, including outdoor exhibits at zoos and museums, can continue to operate at 25% capacity
- Outdoor group activities limited to 10 people or less, participants/guests must wear face coverings at all times

What about zoos?

- Outdoor areas at zoos can continue to operate at 25% capacity
- Group tours must be limited to 10 people or less
- Indoor exhibits must remain closed

What's the policy on indoor child activity centers that are not associated with a day care?

- Indoor activity and play centers should be closed

Can casinos continue to operate?

- No

What about video gaming terminals in bars, restaurants and other locations?

- All video gaming terminals must be closed.

Is there guidance for pictures or other interactions with Santa?

- Santa and patrons need to all wear masks
- Impermeable barrier such as plexiglass can put up in front of Santa for people to stand in front of the partition or patrons need to be at least 6 feet from Santa
- No indoor visits with Santa (mall or other indoor venue)
- For outdoor pictures, pictures can be set up in a tent or other structure with two sides open

Is there guidance for an outdoor holiday market?

- 25% capacity of the outdoor space
- Everyone needs to wear a mask unless they are eating or drinking

- Grab & Go only for food and drink sales, common area for tables should not be available (see below for FAQ on tents and other structures for outdoor use)
- Vendor booths should be separated at least 30 feet apart
- Operator needs to manage the entry/exit points to manage the capacity
- See FAQ above this one for guidance on pictures and other interactions with Santa

How do the Tier 3 mitigations apply to organized holiday light displays at zoos and other outdoor venues?

- Venue should implement a reservation system to stagger entry times
- 25% capacity of the outdoor space and no indoor exhibits open
- Everyone must wear a face covering
- Operator should have staff throughout the facility to get patrons to move on and not congregate in groups
- Operator must follow the restaurant and bar Tier 3 restrictions for any food and beverage stations available at the venue

Personal Care Services

What are the new capacity restrictions for businesses that offer personal care services?

- Personal services facilities such as spas, hair salons, barber shops, nail salons, waxing centers, tattoo parlors, and similar facilities may be open but must cap occupancy at no more than 25 percent

Are facials and beard trimmings permitted?

- No; Any service that requires the patron to remove the face covering is prohibited

Are massages and other body treatments permitted?

- Massage therapy and other body treatments are allowed as deemed necessary by a medical provider, but appointments must be spaced by a minimum of 15 minutes and facilities should take steps to sanitize and circulate clean air through service rooms before and after each service
- Spa body services such as body scrubs, body wraps and other body treatments should not be provided.

Are nails services permissible?

- Yes, with face coverings worn at all times

Is pet grooming permissible?

- Yes, at 25% capacity

Places of Worship and Funerals

Do the regional mitigation measures apply to churches and other places of worship?

- Religious organizations and houses of worship are strongly encouraged to consult and follow the recommended practices and guidelines from the [Illinois Department of Public Health](#).
- As set forth in the IDPH guidelines, the safest practices for religious organizations at this time are to provide services online, in a drive-in format, or outdoors (and consistent with social distancing requirements and guidance regarding wearing face coverings), and to limit indoor services to 10 people.
- Religious organizations are strongly encouraged to take steps to ensure social distancing, the use of face coverings, and implementation of other public health measures
- Places of worship should not hold events or meeting outside of the regular worship services

Are there restrictions on funerals?

- Funerals are limited to 10 family members of the decedents, not including staff, see [IDPH guidance](#)

Day Cares and Day Camps

Are daycares permissible?

- Daycares licensed by DCFS should continue to follow [those guidelines](#)

What about day camps not licensed by DCFS?

- Day camps not licensed by DCFS can operate in group sizes of 15 or fewer
- Tier 3 mitigations do not impact day camp guidance

Are overnight camps permissible?

- No

Miscellaneous Questions

Do the mitigation measures impact libraries?

- The operations of libraries are at the discretion of local governmental entities

Does the prohibition on meetings and events impact governmental entities?

- The mitigation measures do not affect services provided by governments to ensure their continued operations or to provide for or support the health, safety, and welfare of the public
- However, governmental agencies, including school boards, are encouraged to hold public meetings remotely

What about educational and certification-type classes?

- Tier 3 mitigations do not affect classes offered by schools, colleges or universities
- Certification, licensure and/or professional development classes are permissible, but it is highly recommended that these classes be held virtually

What about photography studios?

- Outdoor photography is permissible with groups up to 10 people
- Indoor photography should not operate at this time

Are window visits permitted as an option to spend time with a family member and friend(s) that are part of vulnerable populations?

- Yes. Members of the same household may visit with a family member or friend for a window visit at their residence.
- All persons need to wear masks during the visit and must observe social distancing
- If the individual is at a long term care facility, this is subject to any restrictions the facility imposes and members of the general public should follow the Illinois Department of Public Health [Guidance](#) on Long Term Care Facilities for any additional inquiries

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A MOTION TO APPROVE THE 2020 MOTOR FUEL TAX (MFT) ROADWAY MAINTENANCE PROGRAM AND VILLAGE HALL PARKING LOT – PAY ESTIMATE NO. 2 (FINAL) – BROTHERS ASPHALT PAVING, INC.

AGENDA NO. 5.f.

AGENDA DATE: 01/11/2021

STAFF REVIEW: Mike Mertens, Assistant Village Admin.

SIGNATURE: *Michael Mertens / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *Tom Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☒ N/A ☐

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, PERTINENT HISTORY)

This year's Motor Fuel Tax (MFT) Roadway Maintenance Program will include resurfacing of 71ST Street, Monroe Street, Quincy Street and various patching, pavement striping, curb, sidewalk replacement and detectable warning panel installation. The bid by Brothers Asphalt Paving, Inc. also included the removal of 3" of asphalt, compact the base and then the addition of two layers of asphalt for a total of 4" of new asphalt, along with the removal and replacement of a 5' sidewalk for the Village Hall Parking lot. This portion of the work is funded through the General Fund, whereas the road work is funded through the Motor Fuel Tax program.

The Village awarded the 2020 program to Brothers Asphalt, Inc. on August 10, 2019. Brothers Asphalt, Inc., Addison, IL, is an IDOT pre-qualified bidder. The pay estimate has been reviewed by our Village Engineer, Christopher B. Burke Engineering. The invoice amount and quantities were found to be appropriate with their estimate and the provided material tickets.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The work is complete, and the contractor has submitted a request for payout No. 2 (FINAL).

Total Work Completed	\$233,031.39
<u>Payment No. 1</u>	<u>\$221,379.82</u>
Pay Estimate No.2 (FINAL)	\$11,651.57

The Village Engineer and Staff recommends that the Mayor and Village Board authorize Payout No. 2 (FINAL) to Brothers Asphalt, Inc. in the amount of \$11,651.57. Final waivers of lien and certified payroll reports have been submitted for our files. The authorized payment amount would be expended from the following fund: \$10,280.18 from the MFT Fund and \$1,371.39 from the General Fund.

ACTION PROPOSED: Pass the Motion



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 15, 2020

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Mertens

Subject: 2020 MFT Road Project – Pay Estimate No. 2 (Final)
Section 20-00000-01 GM
(CBBEL Project No. 90-144 H214)

Dear Mike:

As requested on December 14, 2020, we have reviewed Pay Estimate No. 2 (invoice dated December 8, 2020 from Brothers Asphalt Paving, Inc.). This request consists of final payment on the retainage withheld from Payment No. 1 and is summarized below:

Total Completed to Date	\$233,031.39
Payment No. 1	\$221,379.82
Pay Estimate No. 2	\$11,651.57

All quantities were verified with Payment No. 1 and it is our understanding from Village staff that all punch list items have been completed. Final waivers of lien have been provided from Brothers Asphalt and their subcontractors. Certified Payroll records were previously provided.

In our opinion, it would be appropriate for the Village to pay this invoice in the amount of \$11,651.57 which constitutes final payment for this project. As detailed in our memorandum dated October 20, 2020, of the project total of \$233,031.39, \$27,416.20 can be attributed to the Village Hall parking lot and the remaining \$205,615.19 can be attributed to the MFT work (Quincy, Monroe, and various streets).

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc AJ Passero – Village of Willowbrook

MEMORANDUM

DATE: October 20, 2020
TO: Mike Mertens
FROM: Dan Lynch
SUBJECT: 2020 Road Project (VH Parking Lot Cost)
Village of Willowbrook
(CBBEL Project No. 900144.H214)

As requested, we have broken out the cost of the Village Hall Parking Lot, which will be paid for with separate funds other than MFT. The dollar amount has been calculated using a combination of an estimate for the work and the final quantities provided by Brothers Asphalt in Pay Estimate No. 1 dated October 12, 2020.

Village Hall Parking Lot (General Funds)	\$27,416.20
Quincy, Monroe, 71 st & Various (MFT Funds)	\$205,615.19
Total Completed to Date	\$233,031.39

Please view the attached cost estimate for an itemized breakdown of the Village Hall Parking Lot improvements.

If you have any questions, please contact me.



Brothers Asphalt Paving, Inc.

Invoice

DATE	INVOICE #
12/8/2020	34872

BILL TO

Village of Willowbrook 835 Midway Drive Willowbrook, IL 60527

PROJECT

2020 MFT Road Program Section No. 20-00000-01-GM Pay Estimate #2 & Final
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ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
1	6,560	LB	Bituminous Materials (Tack Coat)	0.10	656.00
2	394.96	TON	Leveling Binder (Machine Method), N50 (0.75")	80.00	31,596.80
3	911.51	TON	Hot-Mix Asphalt Surface Course Mix, "D" N50 (1.5")	80.00	72,920.80
4	1,343	SF	Portland Cement Concrete Sidewalk 5" Removal and Replacement	10.30	13,832.90
5	28	SF	Detectable Warnings	41.20	1,153.60
6	10,343	SY	Hot-Mix Asphalt Surface Removal 2"	1.80	18,617.40
7	271	FT	Combination Concrete Curb and Gutter Removal and Replacement	154.50	41,869.50
8	1	LS	Traffic Control and Protection, Standard 701501	10,000.00	10,000.00
9	0	SF	Short Term Pavement Marking	1.50	0.00
10	0	FT	Short Term Pavement Marking Removal	1.00	0.00
11	161.2	SF	Thermoplastic Pavement Marking - Letters and Symbols	4.12	664.14
12	6,112	FT	Thermoplastic Pavement Marking - Line 4" (White & Yellow)	0.62	3,789.44
13	5,145	FT	Thermoplastic Pavement Marking - Line 6" (White)	0.82	4,218.90
14	326	FT	Thermoplastic Pavement Marking - Line 12" (White)	2.06	671.56
15	121	FT	Thermoplastic Pavement Marking - Line 24" (Stop Bar)	4.12	498.52
16	9.2	SF	Paint Pavement Marking - Letters and Symbols	10.30	94.76
17	387	FT	Paint Pavement Marking - Line 4"	3.61	1,397.07
18	0	SF	Pavement Marking Removal, Grinding	0.72	0.00

	Total
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Invoice

DATE	INVOICE #
12/8/2020	34872

BILL TO
Village of Willowbrook 835 Midway Drive Willowbrook, IL 60527

PROJECT
2020 MFT Road Program Section No. 20-00000-01-GM Pay Estimate #2 & Final

ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
19	2,070 1	SY LS	Class D Patch, 2" Surface (Special) Less Previously Paid	15.00 -221,379.82	31,050.00 -221,379.82

	Total	\$11,651.57
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VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AGENDA NO. 5.g.

Receive Plan Commission Recommendation – Public Hearing Case 20-12: Consideration of a petition to rezone the subject property from the R-1 Single Family Residence District to the R-2 Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The applicant proposes to subdivide the existing R-1 zoned single-family lot into two separate R-2 zoned single-family lots.

AGENDA DATE:
01/11/21

STAFF REVIEW: Ann Choi, Planning Consultant

SIGNATURE: *A. Choi / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *T. Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The petitioners and property owners, David and Lisa Pye, is requesting to rezone the property at 6544 Tennessee Avenue from the R-1 Single Family Residence Zoning District to the R-2 Single Family Residence Zoning District. The 1.36-acre subject property is currently improved with a single-family home and detached garage. The parcel measures approximately 181' by 326' with a total approximate area of 59,260 square feet. The petitioner proposes to subdivide the property into two buildable lots that comply with the minimum lot requirements of the R-2 Zoning District. The two new lots will comply in all respects with the R-2 zoning district bulk standards without variations. A right-of-way dedication on Tennessee Avenue is required for the new Carrington Club cul-de-sac and is reflected in the Final Plat of Subdivision. The Final Plat also includes a Wetlands & Conservation Easement. The proposed subdivision qualifies as a minor subdivision and can proceed directly to final plat approval, without a public hearing, but with Plan Commission review and recommendation prior to Village Board consideration. The rezoning requires a public hearing.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Staff has no objection to the proposed rezoning and subdivision request. The request complies with the guidelines set forth in the Village's Comprehensive Plan and other land development regulations. The requested zoning and lot configurations should have no negative impacts on surrounding land uses. Consistent with the development patterns for new development to the north, no subdivision improvements such as curb, gutter, sidewalks or streetlights will be required with development on these lots as these would be largely inconsistent with the other properties in the area. The Comprehensive Plan designates Tennessee Avenue as a rural cross section with no need for these improvements. Therefore, the following variations from the subdivision regulations should be specifically included:

1. That Section 10-7-2(C) of the subdivision regulations related to curb and gutter drainage improvements be waived.
2. That Section 10-7-4(A) of the subdivision regulations related to sidewalks be waived.
3. That Section 10-7-4(D) of the subdivision regulations related to streetlights be waived.

The rezoning and subdivision requests were discussed at the December 16, 2020 special meeting of the Plan Commission. There was one member of the public, the petitioner's representative, that came forward in support of the petition. The Plan Commission voted 7-0 in favor of the proposed petition, to forward a positive recommendation to the Village Board.

ACTION PROPOSED: January 11, 2021: Receive Plan Commission Recommendation.



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor
Board of Trustees

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: January 11, 2021

SUBJECT: **Zoning Hearing Case 20-12:** Pye's Resubdivision, 6544 Tennessee Avenue, Willowbrook IL 60527. Consideration of a petition to rezone the subject property from the R-1 Single Family Residence District to the R-2 Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The applicant proposes to subdivide the existing R-1 zoned single-family lot into two separate R-2 zoned single-family lots.

At the special meeting of the Plan Commission held on December 16, 2020, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus and seconded by Wagner that based on the submitted petition and testimony provided, I move that the Plan Commission recommend to the Village Board to rezone the property located at 6544 Tennessee Avenue from the R-1 zoning district to the R-2 zoning district; that the Plan Commission has reviewed and recommends approval of the submitted written findings of fact for the standards of the variations sought from the Subdivision Regulations; that the Plan Commission has reviewed the Final Plat of Subdivision for the Pye's Resubdivision and recommends approval of a Final Plat of Subdivision bearing the latest revision date of December 7, 2020, for PC 20-12 for the December 16, 2020 Plan Commission meeting, subject to the conditions of approval and plans listed in the Staff Report prepared for PC 20-12 for the December 16, 2020 Plan Commission meeting.

ROLL CALL: AYES: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Remkus, Soukup, and Walec; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp



Proud Member of the
Illinois Route 66 Scenic Byway



Village of Willowbrook
Staff Report to the Village Board

Plan Commission

Public Hearing Date: December 16, 2020

Village Board Receive: January 11, 2021

Prepared By: Ann Choi, Village Planning Consultant

Case Title: **Zoning Hearing Case No. 20-12: Pye's Resubdivision and Rezoning**

Applicant: David and Lisa Pye

Action Requested: Consideration of a petition to rezone the subject property from the R-1 Single Family Residence District to the R-2 Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The applicant proposes to subdivide the existing R-1 zoned single-family lot into two separate R-2 zoned single-family lots.

Applicable Regulations: Comprehensive Plan, Zoning Ordinance, Subdivision Regulations

Location: 6544 Tennessee Avenue, Willowbrook IL 60527

PINs: 09-22-206-020

Existing Zoning: R-1 Single Family Residence District

Proposed Zoning: R-2 Single Family Residence District

Existing Land Use: Low Density Residential (1-2 du/acre)

Property Size: 1.36 acres

Surrounding Land Use:

	Use	Zoning
North	Single Family Residential	R-2
South	Single Family Residential	R-2/Darien
East	Single Family Residential	R-1
West	Single Family Residential	R-2

Necessary Action by Village Board:

Receive Plan Commission Recommendation.



Documents Attached:

- Attachment 1: Written Findings of Fact – Subdivision Variations
- Attachment 2: Public Hearing Notice
- Attachment 3: Legal Description
- Attachment 4: Plat of Survey
- Attachment 5: Final Plat of Subdivision, bearing the latest revision date of December 7, 2020
- Attachment 6: Engineer's Review Letter (CBBEL), dated November 17, 2020
Engineer's Review Letter (CBBEL), dated December 3, 2020
- Attachment 7: Wetland Delineation Report



Background

Site Description

The 1.36-acre subject property is currently improved with a single-family home. The parcel measures approximately 181' by 326' with a total approximate lot area of 59,257 square feet. The parcel was platted in DuPage County as part of the Borman Subdivision according to the plat recorded on January 24, 1983 as Document No. R83-04642 in DuPage County, Illinois.

Exhibit 1: Map View of the Subdivisions

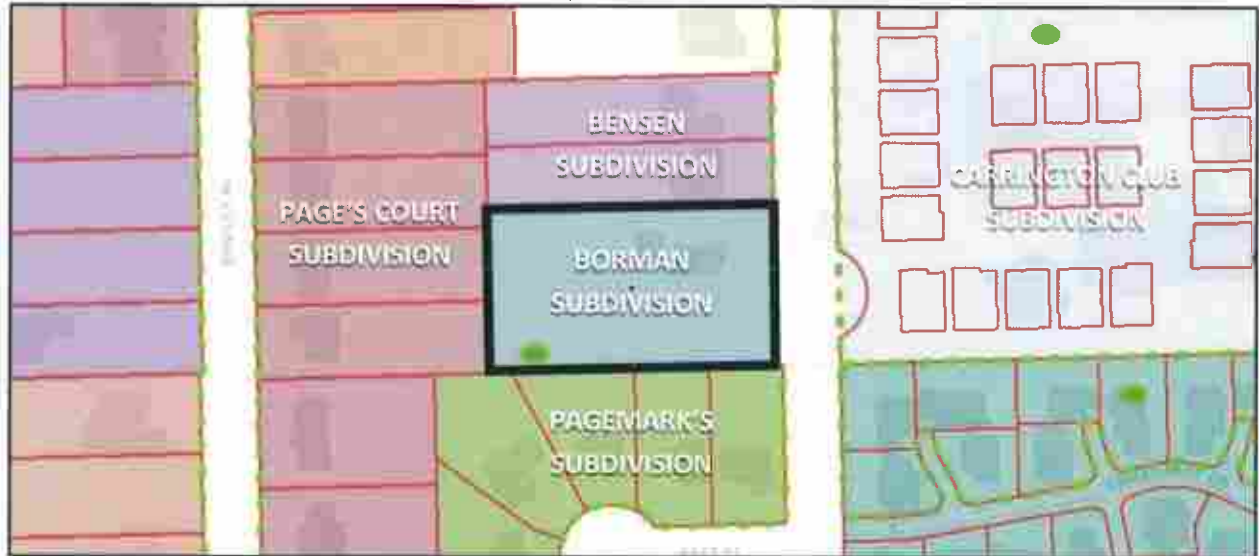


Exhibit 2: Aerial View of the Subject Property



Development Proposal

The petitioners and property owners, David and Lisa Pye ("Applicant"), is requesting to rezone the property at 6544 Tennessee Avenue from the R-1 Single Family Residence Zoning District to R-2 Single Family Residence Zoning District. The Applicant further proposes to subdivide the property into two buildable lots that comply with the minimum lot requirements of the R-2 Zoning District. The two new lots will comply in all respects with the R-2 zoning district bulk standards without variations.



Exhibit 3: Zoning Map (R-1 Single-family Residential)



Pursuant to Section 10-3-4(G) of the Subdivision Regulations, the proposed subdivision qualifies as a minor subdivision and can proceed directly to final plat approval, without a public hearing, but with Plan Commission review and recommendation prior to Village Board consideration. The Plan Commission must also review and make a recommendation for any variations from the Subdivision Regulations without the requirement of a public hearing. A public hearing, however, is required for the rezoning request.

Staff Analysis

Appropriateness of Use

Single-family detached homes are permitted uses in the R-2 district. The bulk regulations for the R-2 district are provided in the chart below. Both proposed lots meet these minimum requirements.

Bulk Standard	R-1	R-2	Proposed		Departure
			Lot 1	Lot 2	
Lot Area	30,000 sq. ft.	13,000 sq. ft.	32,532 sq. ft.	26,564 sq.ft.	None.
Lot Width	100 ft.	75 ft.	100 ft.	81.77 ft.	None.
Lot Depth	150 ft.	150 ft.	326 ft.	326 ft.	None.
Front Yard Setback	60 ft.	40 ft.	40 ft.	40 ft.	None.
Interior Side Yard Setback	10% or 15 ft.	10% or 8.5 ft.	10 ft.	8.5 ft.	None.
Exterior Side Yard Setback	50 ft.	40 ft.	Not Applicable.		N/A
Rear Yard Setback	50 ft.	30 ft.	30 ft.	30 ft.	None.

Subdivision Improvements

Consistent with the development patterns for new development to the north, no subdivision improvements (curb, gutter, sidewalks, streetlights) will be required with development on these lots. The Comprehensive Plan designates Tennessee Avenue as a rural cross section with no need for these improvements.



Easements

Section 10-4-2(C) of the Village Code includes side and rear yard easement requirements for both interior and perimeter lots within a subdivision. Pursuant to the Subdivision Regulations, five-foot (5') interior side yard easements are required and are reflected in the proposed plat. Additional easement areas are adjacent to the subject property, which are located within the Village corporate limits, and which grant proper easement rights to the Village pursuant to Section 10-4-2(C)2. Therefore, the Applicant is allowed to reduce the peripheral side and rear yard easement areas as reflected in the table below. In no case shall easement areas on any property be reduced below five feet (5').

Location	Code Section	Requirement	Proposed		Departure
			Lot 1	Lot 2	
Interior rear yards	10-4-2(C)2(a)	10 ft.	Not Applicable.		N/A
Peripheral rear yards	10-4-2(C)2(b)	20 ft.	10 ft.		None.
			Page's Court Subdivision to the west provides a 15' P.U.E & D.E. and a significant area is dedicated to the wetland and detention easement		
Interior side yards with utilities	10-4-2(C)2(c)	10 ft.	Not Applicable.		N/A
Peripheral side yards	10-4-2(C)2(d)	10 ft.	8 ft. (north lot line) Bensen Subdivision to the north provides a 10' P.U.E & D.E. along the south lot line of Lot 2.	15 ft. (south lot line) Pagemark's Subdivision to the south (Darien) provides a 10' P.U.E & D.E. and a 40' wetland and detention easement.	None. Combined with adjacent lots: 18 ft. (north lot line) and 25 ft. (south lot line)
Peripheral side yards with utilities	10-4-2(C)2(e)	20 ft.	Not Applicable.		N/A
Interior side yards	10-4-2(C)2(f)	5 ft.	5 ft. (south lot line)	5 ft. (north lot line)	None.

Wetlands/Storm Water Management

A Wetland Delineation Report was prepared by Engineering Resource Associates and is included as **Attachment 7** of this report. One regulatory wetland was identified within the subject property. The approximate location of the wetland is indicated on **Exhibit 4** in the solid green lines. This area consists of a small corner of a larger wetland complex extending to the west and north of the subject property. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory identifies this area as a wooded wetland, and the DuPage County Wetland Map indicates the same to be regulatory. As the wetland is of a small size and



low quality, it provides the following functions at a low level: sediment filtration from upland areas, stormwater storage during and after precipitation events, reducing the impact of urbanization on water quality by filtering and assimilating nutrients discharged from surrounding uplands, and provides a habitat for resting, reproducing, and nesting animals. As this wetland is considered regulatory, a 50-foot buffer is present and consists of turf grass and low-quality volunteer and invasive species.

Exhibit 4: Approximate Wetland Location



The Wetland Delineation Report recommends that a stormwater management application should be sought from the DuPage County stormwater department should development be proposed on this property. It also advised to request a jurisdictional determination to determine the presiding authority over this wetland by submitting a jurisdictional request form to the USACE prior to any development occurring within the parcel.

The Wetland Delineation Report has been reviewed by the Village Engineer and a field confirmation of the findings was conducted. The conservation easement is set to encompass the wetland in addition to the required buffer around it to prevent impact to the wetland. The Village Engineer concurs with the report findings and the limits of the proposed Wetlands & Conservation Easement. No further action is required.



Comprehensive Plan/Compatibility

The Village of Willowbrook's Comprehensive Plan indicates that the R-2 Single-Family zoning is appropriate for this property. Another measure of appropriateness is to compare the new lot sizes with those that exist in the neighborhood. There are some precedents for lots zoned R-2 in the area to the north of the subject property as well as lots zoned R-2 directly to the west. The lot widths of these properties are approximately 75 feet to 83 feet and lot areas of approximately 24,450 square feet (north) and 21,836 square feet (west), comparable to the proposed two lots.

Lot 1 – 32,532 square feet

Lot 2 – 26,564 square feet

Staff Recommendation

Staff has no objection to the proposed rezoning and subdivision request. The request complies with the guidelines set forth in the Village's Comprehensive Plan and other land development regulations. The requested zoning and lot configurations should have no negative impacts on surrounding land uses. The proposed lots will be similar or larger than the typical lot size in this neighborhood.

Should the Plan Commission wish to support this request, staff recommends that the following condition be included:

The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

Should the Plan Commission wish to support this request, the following variations from the subdivision regulations should be specifically included:

1. That Section 10-7-2(C) of the subdivision regulations related to curb and gutter drainage improvements be waived.
2. That Section 10-7-4(A) of the subdivision regulations related to sidewalks be waived.
3. That Section 10-7-4(D) of the subdivision regulations related to streetlights be waived.

Planning staff would also recommend acceptance of the submitted written findings of fact as to the standards of the variations from the Subdivision Regulations sought, which are included as **Attachment 1** of this report.

Discussion at the December 16, 2020 Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition at a special meeting held on December 16, 2020 meeting and this public hearing. The following members were in attendance: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Soukup, Remkus and Walec. There was one member of the public, the petitioners' attorney, that came forward with public comments/questions.

Commissioner Remkus first questioned why the petitioners were requesting to rezone the property to the R-2 zoning designation rather than the R-1A zoning designation. Commissioner Remkus also expressed a preference for the rural cross section and questioned why the Village required a curb along the rear of the Carrington Club. Commissioner Remkus expressed disappointment that the character of the street was inconsistent due to the subdivision's curb across the street and urged staff and the members of the Plan Commission to more carefully evaluate this requirement in the future. Planning Consultant Choi explained that the lots to the north and to the west are already zoned R-2 and that the requested rezoning would be consistent with what already exists in the area. Planning Consultant Choi further explained that the R-2



zoning designation would allow a less restrictive interior side yard requirement for any new construction, especially Lot 2 which is narrow. The R-1A zoning designation requires a 10 foot or 10% of lot width (whichever is greater), and the R-2 zoning designation requires a 8.5 foot or 10" of lot width (whichever is greater). Planning Consultant Choi also noted that there is a small strip of curb only at the Carrington Club's driveway meant strictly for emergency vehicles, and this was put in to deter regular vehicles from using this access. The petitioner's attorney, Paul Garver, noted that there is only a 20-foot strip of curb along the rear of the Carrington Club.

Commissioner Soukup asked whether a future home could legally be built on the newly created lot. He noted that there were complaints over the years from a resident about water issues in the area. Commissioner Kopp noted that only a corner of the proposed north lot contained a portion of a larger wetland and that a conservation easement was being provided. Commissioner Remkus also noted that the resident who made those complaints were related to water coming from Bentley Avenue, and that all the necessary retention on Bentley Avenue was met. Chairman Kopp also noted that this resident lived several hundred yards to the north, a considerable distance from the subject property.

Vice Chairman Wagner asked if there were any parkway tree requirements. Planning Consultant Choi responded in the negative. Commissioner Remkus pointed out that the rural cross sections already provide an abundance of old-growth scrub trees and that the area around the subject property was densely planted. Chairman Kopp confirmed.

Chairman Kopp believed that the proposed subdivision was consistent with the character of the neighborhood, the water issues were thoroughly investigated with a wetland delineation report, the final plat provided for a conservation easement, and any new construction would need to comply with the DuPage County requirements. Chairman Kopp was in favor of allowing the minor subdivision and rezoning request with the requested variations from the subdivision regulations.

Motion

The following sample motions were provided in the staff report for the Plan Commission:

Based on the submitted petition and testimony provided, I move that the Plan Commission recommend to the Village Board to rezone the property located at 6544 Tennessee Avenue from the R-1 zoning district to the R-2 zoning district; that the Plan Commission has reviewed and recommends approval of the submitted written findings of fact for the standards of the variations sought from the Subdivision Regulations; that the Plan Commission has reviewed the Final Plat of Subdivision for the Pye's Resubdivision and recommends approval of a Final Plat of Subdivision bearing the latest revision date of December 7, 2020, for PC 20-12 for the December 16, 2020 Plan Commission meeting, subject to the conditions of approval and plans listed in the Staff Report prepared for PC 20-12 for the December 16, 2020 Plan Commission meeting.

The following motion made by Remkus was seconded by Wagner and approved unanimously, a 7-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission recommend to the Village Board to rezone the property located at 6544 Tennessee Avenue from the R-1 zoning district to the R-2 zoning district; that the Plan Commission has reviewed and recommends approval of the submitted written findings of fact for the standards of the variations sought from the Subdivision Regulations; that the Plan Commission has reviewed the Final Plat of Subdivision for the Pye's Resubdivision and recommends approval of a Final Plat of Subdivision bearing the latest revision date of December 7, 2020, for PC 20-12 for the December 16, 2020 Plan Commission meeting, subject to the conditions of approval and plans listed in the Staff Report prepared for PC 20-12 for the December 16, 2020 Plan Commission meeting.



Attachment 1
Findings of Fact
Variations from Subdivision Regulations
Pye's Resubdivision (1 page)



26 Blaine Street
Hinsdale, IL 60521

Phone: 630.789.6833
Fax: 630.230.1119
www.hlgllc.com

November 6th, 2020

Ann Choi
Attorney at Law

Re: **Pye Resubdivision – 6544 Tennessee Ave., Willowbrook, IL 60527**

Dear Ms. Choi,

As you know, our office is representing the owners in the above referenced resubdivision. This letter is a request for a variation from the subdivision regulations pursuant to Title 10, Chapter 8, Section 6.

There are four criteria that need to be considered in the granting of this variation. I will handle the reasoning for each below:

- A. *That there are special circumstances or conditions affecting said property, such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.* – As we have discussed the property is owned by individual homeowners and not be a developer or builder. It is an onerous burden on the homeowner to have a strict application of all the improvements under the subdivision regulations, particularly when the addition of these improvements would make the property inconsistent with the character of the other properties in the neighborhood. The strict interpretation of this regulation would deprive the owners of the reasonable use of their land considering all the factors.
- B. *That the variation is necessary for the preservation and enjoyment of a substantial property right of the petitioner.* – A strict application of the subdivision regulations would deprive the owners of a substantial property right in that they would be unable to subdivide this property into legal and conforming lots.
- C. *That the granting of the variation will not be detrimental to the public welfare or injurious to other property in the area in which said property is located.* – It is an onerous burden on the homeowner to have a strict application of all the improvements under the subdivision regulations, particularly when the addition of these improvements would make the property inconsistent with the character of the other properties in the neighborhood. Keeping the property consistent with the other properties in the area will be to the benefit of the community.
- D. *The alleged hardship has not been created by any person having a present proprietary interest in the property.* – The hardship is not of the owners making. It is an onerous burden on the homeowner to have a strict application of all the improvements under the subdivision regulations, particularly when the addition of these improvements would make the property inconsistent with the character of the other properties in the neighborhood.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. B. Garver', written over a horizontal line.

Paul B. Garver



Attachment 2
Public Hearing Notice (3 pages)

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 20-12

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a special meeting of the Plan Commission on the 16th of December 2020 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition to rezone the subject property from the R-1 Single Family Residence District to the R-2 Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6544 Tennessee Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The Final Plat of Subdivision will create two lots suitable for single-family homes on property legally described as follows:

LOT 2 IN BORMAN SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1983 AS DOCUMENT NUMBER R83-04642, IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-22-206-020

ADDRESS: 6544 Tennessee Avenue, Willowbrook, Illinois 60527

The applicants for this petition are David and Lisa Pye, 6544 Tennessee Avenue, Willowbrook, Illinois 60527.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, Monday through Friday, between 8:30 A.M. and 4:30 P.M.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on December 16, 2020 to planner@willowbrook.il.us. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst
Village Administrator
(630) 920-2261

Published in the November 26, 2020 edition of *The Doings* Newspaper.





Attachment 3
Legal Description (1 page)

The property contained in this Instrument is legally described as follows:

LOT 2 IN BORMAN SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1983 AS DOCUMENT NUMBER R83-04642, IN DUPAGE COUNTY, ILLINOIS.

Property Address: 6544 Tennessee Ave, Willowbrook, IL 60527

PIN #: 09-22-206-020-0000



Attachment 4
Plat of Survey (1 sheet)

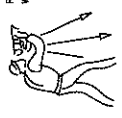
809 EAST 31ST STREET
 14. JAMES C. SCHOMIG, JR.
 SCHOMIG - SURVEYORS, LTD.
 WINDLAND - SURVEY - NOW COM.
 PHONE: 780-332-1432
 FAX: 780-332-1434

■ BOUNDARY ■ TOPOGRAPHICAL ■ SUBDIVISION ■ ALTA/ACSM ■ CONDOMINIUMS ■ SITE PLANS ■ CONSTRUCTION ■ FEMA CERTIFICATES ■

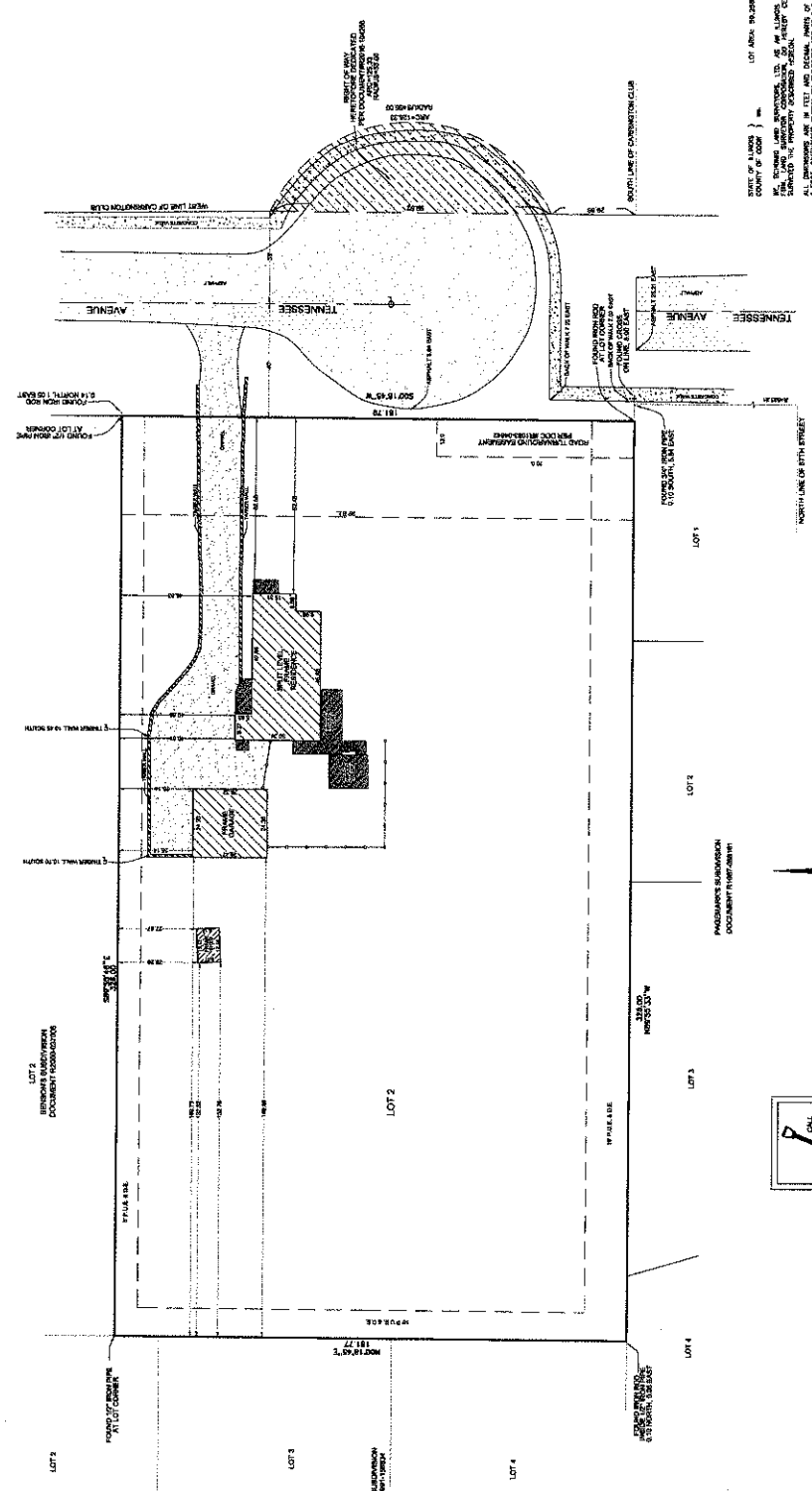
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF SURVEY

RUSSELL W. SCHOMIG, PLS # 035-002446
 WILLIAM K. SCHOMIG



LOT 2 IN MORGAN SUBDIVISION IN SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 1983 AS DOCUMENT NUMBER 780-49462 IN DECATUR COUNTY, ILLINOIS.
 COMMON ADDRESS: 654 TENNESSEE AVENUE, WILLOWBROOK.

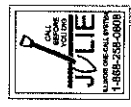


STATE OF ILLINOIS }
 COUNTY OF DECATUR }
 I, RUSSELL W. SCHOMIG, JR., being a Licensed Professional Surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same has been duly recorded in the public records of the County of Decatur, State of Illinois, in accordance with the provisions of the Act in that behalf relating to the recording of surveys.

ALL DOCUMENTS ARE IN FULL PAYMENT OF THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS, AND THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS, AND THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS.

THE PROFESSIONAL SURVEYOR'S FEE FOR THIS SURVEY IS \$1,000.00.

RUSSELL W. SCHOMIG, JR.
 PROFESSIONAL LAND AND SURVEY ENGINEER & SURVEYOR



THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS SHOWN TO ME BY THE OWNER OF THE LAND SURVEYED, AND THAT THE SAME HAS BEEN DUPLY RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DECATUR, ILLINOIS, IN ACCORDANCE WITH THE PROVISIONS OF THE ACT IN THAT BEHALF RELATING TO THE RECORDING OF SURVEYS.

ALL DOCUMENTS ARE IN FULL PAYMENT OF THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS, AND THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS, AND THE FEE OF RECORDING THE SAME IN THE OFFICE OF THE CLERK OF THE COUNTY OF DECATUR, ILLINOIS.

THE PROFESSIONAL SURVEYOR'S FEE FOR THIS SURVEY IS \$1,000.00.

RUSSELL W. SCHOMIG, JR.
 PROFESSIONAL LAND AND SURVEY ENGINEER & SURVEYOR

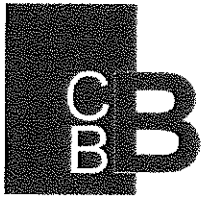
PLAT NUMBER: 122819 & 200701 & 122841 & 122842 & 122843
 SCALE: 1" = 20'



Attachment 5
Final Plat of Subdivision (1 sheet)



Attachment 6
Engineer's Review Letters (4 pages)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

November 17, 2020

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6544 Tennessee Ave.
Pye Resubdivision
(CBBEL Project No. 900144.H204)

Dear Ann:

As requested by email on November 6, 2020, we have reviewed the following documents:

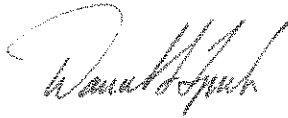
- Final Plat of Pye's Resubdivision prepared by Schomig Land Surveyors, Ltd and dated December 11, 2019
- Plat of Survey prepared by Schomig Land Surveyors, Ltd. and dated November 3, 2020
- Topographic Survey prepared by Schomig Land Surveyors, Ltd. and dated December 11, 2019
- Wetland Delineation Report prepared by Engineering Resource Associates and dated December 9, 2019

The following comments are submitted for your consideration:

1. The Wetland Delineation Report has been reviewed by CBBEL environmental staff and a field confirmation of the findings was conducted. We concur with the report findings and the limits of the proposed Wetlands & Conservation Easement.
2. It is noted that there is watermain and sanitary sewer on the frontage of this property and no other development is proposed at this time. The proposed subdivision will create one new buildable lot, and all Village code requirements will apply to that lot when a building permit application is submitted.
3. The Utility Easement Provisions on the plat shall be replaced with the Village standard language (copy attached).
4. The Municipal Utility Easement provisions may be removed from the plat.
5. Wetland and Conservation Easement provisions shall be added to the plat.
6. On the plat note for the right of way dedication, add the words "to the Village of Willowbrook"
7. The Du Page County Health Department certificate should be removed from the plat.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Lynch". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc Roy Giuntoli, Village of Willowbrook

UTILITY EASEMENT PROVISIONS

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWBROOK, TO THOSE COMPANIES OPERATING, FROM TIME TO TIME, UNDER FRANCHISE OR LICENSE FROM THE VILLAGE OF WILLOWBROOK, AND TO UNITS OF LOCAL GOVERNMENT PROVIDING SERVICES TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, THE HINSDALE SANITARY DISTRICT, THE COUNTY OF DUPAGE DEPARTMENT OF ENVIRONMENTAL CONCERNS, AND THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS PUBLIC UTILITY EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT. FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, RENEW, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF GAS AND WATER, ELECTRICITY AND TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION OR TRANSPORTATION OF ANY COMMODITY IN A LIQUID OR GASEOUS STATE, INCLUDING ANY AND ALL APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEES' OTHER RIGHTS PROVIDED HEREIN. EASEMENTS FOR STORM WATER DRAINAGE, DETENTION AND/OR RETENTION PURPOSES ARE GRANTED UNDER A SEPARATE PROVISION OF THIS PLAT, AND FACILITIES FOR SAID PURPOSES, AND APPURTENANCES THERETO, SHALL BE CONTROLLED BY SAID PROVISION.

WETLAND CONSERVATION AREA PROVISIONS

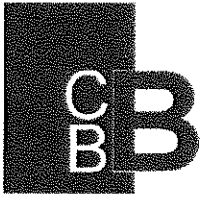
A COVENANT IS HEREBY ESTABLISHED FOR THE PROTECTION OF UNIQUE AREA SUCH AS, BUT NOT LIMITED TO, WETLANDS, FENA, MARSHES, RIVERS, STREAMS, PONDS, LAKES, WOODS AND PRAIRIES OVER AND UPON THOSE AREAS OF LAND DESIGNATED "WETLAND CONSERVATION AREA" ON THE PLAT HEREON DRAWN FOR THE FOLLOWING PURPOSES:

- A. TO ACCEPT AND CONDUCT SURFACE WATER DISCHARGES FROM ADJACENT UPSTREAM PROPERTY; INCLUDING ANY NECESSARY STORM SEWER PIPES AND APPURTENANCES;
- B. TO PRESERVE SAID LAND IN ITS NATURAL, SCENIC AND OPEN CONDITION, AND;
- C. AUTHORITIES GOVERNING SUCH UNIQUE AREAS SHALL RETAIN THE RIGHT BUT NOT THE DUTY TO ENTER SAID LAND AT ALL REASONABLE TIMES FOR THE PURPOSE OF INSPECTING SAID LAND TO DETERMINE IF THE GRANTOR, OR HIS ASSIGNS, IS COMPLYING WITH THE COVENANTS AND PURPOSES OF THIS GRANT. THE VILLAGE SHALL HAVE THE RIGHT TO PERFORM MAINTENANCE OF SAID FACILITY TO INSURE PROPER FUNCTION THEREOF.

IN FURTHERANCE OF THE FOREGOING AFFIRMATIVE RIGHTS, THE GRANTOR MAKES THE FOLLOWING COVENANTS/RESTRICTIONS ON BEHALF OF HIMSELF, HIS HEIRS AND ASSIGNS, WHICH COVENANTS/RESTRICTIONS SHALL RUN WITH SAID LAND IN PERPETUITY:

- A. THERE SHALL BE NO DREDGED OR FILL MATERIAL PLACED UPON SAID LAND;
- B. THERE SHALL BE NO FENCES, BUILDINGS OR STRUCTURES, INCLUDING SIGNS, CONSTRUCTED UPON SAID LAND; EXCEPT FOR UTILITIES AND APPURTENANCES THEREOF WHICH HAVE CERTAIN UNDERLYING EASEMENT RIGHTS WITHIN THE UTILITY EASEMENTS GRANTED THEREIN;
- C. THERE SHALL BE NO REMOVAL OR DESTRUCTION OF LIVING TREES AND PLANTS ON SAID LAND, EXCEPT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES CONSTRUCTED THEREIN;
- D. THERE SHALL BE NO PLOWING OF SAID LAND NOR SHALL THERE BE ANY MINING, REMOVAL OF TOPSOIL, SAND, ROCK, MINERALS OR OTHER MATERIAL FROM SAID LAND, EXCEPT FOR ANY ACTIVITY NECESSARY FOR INSTALLATION OR MAINTENANCE OF UTILITIES CONSTRUCTED THEREIN;
- E. THERE SHALL BE NO GRAZING OR KEEPING OF LIVESTOCK OR DOMESTIC ANIMALS OF ANY KIND ON SAID LAND, AND;
- F. THERE SHALL BE NO OPERATION OF SNOWMOBILES, DUNE BUGGIES, MOTORCYCLES, ALL-TERRAIN VEHICLES, OR ANY OTHER MOTORIZED VEHICLES ON SAID LAND, EXCEPT FOR MACHINERY NEEDED FOR INSTALLATION OF UTILITIES CONSTRUCTED THEREIN;
- G. PERSONS ARE PROHIBITED TO DISCARD RUBBISH OF ANY KIND, INCLUDING CLIPPINGS, IN THE DEDICATED AREA;
- H. PERSONS ARE PROHIBITED TO PLANT OR DISPERSE NATIVE OR NON-NATIVE PLANT SPECIES OR THEIR PARTS INTO THE DEDICATED AREA WITHOUT WRITTEN APPROVAL OF THE HOMEOWNERS ASSOCIATION OR AUTHORIZED AGENT;
- I. PERSONS ARE PROHIBITED TO SPREAD FERTILIZER OR HERBICIDES WITHIN 25 FEET OF THE WETLAND OTHER THAN FOR ATTAINMENT OF SPECIFIC VEGETATION MANAGEMENT GOALS TO MEET AND MAINTAIN PERFORMANCE STANDARDS. IF USED TO CONTROL NOXIOUS WEEDS AND NON-NATIVE SPECIES, HERBICIDES WILL BE APPLIED ONLY UPON CONSULTATION WITH LICENSED HERBICIDE APPLICATOR;
- J. MODIFICATIONS ARE PROHIBITED TO THE HYDROLOGY OF THE RESTRICTED PROPERTY THAT WOULD ALLOW MORE WATER ONTO, OR THAT WOULD DRAIN WATER AWAY FROM THE RESTRICTED PROPERTY OTHER THAN OUTLINED IN THE PERMITTED ACTION. SUCH MODIFICATIONS INCLUDED, BUT ARE NOT LIMITED TO, DITCHING, CHANGES TO STRUCTURES, REPAIRING OF DRAINAGE TILES OR ALTERATIONS TO ANY NATURALLY OCCURRING STRUCTURES.

SAID "WETLAND CONSERVATION AREA" MAY BE CHANGED, MODIFIED OR ABROGATED ONLY UPON WRITTEN APPROVAL OF SAID GOVERNING AUTHORITIES. EXCEPT AS EXPRESSLY LIMITED HEREIN, THE GRANTOR RESERVED FOR HIMSELF, HIS HEIRS AND ASSIGNS, ALL RIGHTS AS OWNER OF SAID LAND, INCLUDING THE RIGHT OF USE OF SAID LAND FOR ALL PURPOSES NOT INCONSISTENT WITH THIS GRANT. WETLAND CONSERVATION AREA SUBJECT TO THE STORMWATER DETENTION EASEMENT PROVISIONS GRANTED AND DEFINED HEREIN.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

December 3, 2020

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6544 Tennessee Ave.
Pye Resubdivision
(CBBEL Project No. 900144.H204)

Dear Ann:

As requested by email on December 1, 2020, we have reviewed the following documents:

- Final Plat of Pye's Resubdivision prepared by Schomig Land Surveyors, Ltd and dated December 11, 2019 (Please note that the plat has been revised but no revision date added. The latest plat reviewed was the one you emailed to me on December 1, 2020)
- Plat of Survey prepared by Schomig Land Surveyors, Ltd. and dated November 3, 2020 (Previously Reviewed)
- Topographic Survey prepared by Schomig Land Surveyors, Ltd. and dated December 11, 2019 (Previously Reviewed)
- Wetland Delineation Report prepared by Engineering Resource Associates and dated December 9, 2019 (Previously Reviewed)

Our previous comments have been addressed and we have no objection to the Village approving this plat. Please note that there are no proposed improvements associated with this subdivision and therefore no development security will be required. The purpose is to split one existing lot into two, to provide one additional buildable lot.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc Roy Giuntoli, Village of Willowbrook



Attachment 7
Wetland Delineation Report



6544 Tennessee Avenue

Willowbrook, DuPage County, IL



Wetland Delineation Report

ERA Project #191206

Prepared for:

Mr. Paul Garver

December 09, 2019

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1. Location Map
2. National Wetland Inventory
3. DuPage County Wetland Map
4. Aerial Photograph
5. NRCS Soils Map
6. Topographic Map
7. DuPage County Regulatory Flood Map
8. Approximate Wetland Boundary

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- A. Data forms
- B. Floristic Quality Assessment
- C. MDNR
- D. Photographs
- E. IDNR Consultation
- F. USFWS Consultation
- G. High Quality Aquatic Resource Description

STUDY LOCATION AND LAND USES

The study area is in Willowbrook, DuPage County, IL and is within the Flagg Creek watershed (**Exhibit 1**). The parcel is bound by residential property on all sides with Tennessee Avenue to the east. The site consists of maintained turf and a single-family residence with a wooded area covering the west half of the parcel containing a small corner of a larger wetland system. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) (**Exhibit 2**) and the DuPage County Wetland Map (**Exhibit 3**) both identify a wetland onsite that is larger than the observed boundaries.

PURPOSE OF THE FIELD INVESTIGATION

The purpose of the field investigation was to determine the existence, location, and size of any jurisdictional wetlands or Waters of the U.S. within the scope of the project. The United States Army Corps of Engineers (Corps) outlined methods for delineating wetlands in the Corps of Engineers Wetlands Delineation Manual (Manual) dated 1987/Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September 2010. These methods were used to delineate any jurisdictional areas. A floristic quality assessment was performed for the wetland by calculating the Coefficient of Conservatism (Ĉ) and Floristic Quality Index (I) using plant species observed in the field and nomenclature given in Plants of the Chicago Region (Swink and Wilhelm 1994). In addition, a wildlife habitat and use assessment was determined using the Modified Michigan Department of Natural Resources Method (MDNR) and evaluation score sheet.

METHODOLOGY

The Corps Federal Register (1982) and Environmental Protection Agency (EPA) Federal Register (1980) jointly define wetlands as: "Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions." Therefore, in order to be considered a jurisdictional wetland, three criteria: soils, hydrology, and vegetation must be met.

The Corps requires data forms and technical information as part of a delineation report to document the three criteria for any area determined to be a wetland. The corresponding data forms for this project are provided in **Appendix A**. A description of the three criteria, field methods, and floristic quality assessment are provided below.

i. Hydrology:

An area has wetland hydrology if it is inundated or saturated within the root zone and/or within 12" of the surface continuously for at least 5% of the growing season, approximately 9-14 days, in most years.

The Manual defines the growing season as the portion of the year when the soil temperature (measured 20in below the surface) is above biological zero (5°C or 41°F) which can be approximated by the number of “frost free” days (>28°F at a frequency of 5 years in 10).

Recorded data such as: aerial photographs (**Exhibit 4**), stream gage data, planning documents, and federal, state, county, and local agency records were examined prior to the site investigation to determine if hydrology may be present. Primary and secondary indicators were investigated in the field. Inundation, saturation in the upper 12”, water marks, drift lines, sediment deposits, drainage patterns, oxidized root channels in the upper 12”, water-stained leaves, local soil survey data, and the FAC-neutral test are all examples of field indicators. Seasonal factors and professional judgment were also taken into account when hydrology was determined.

ii. **Soils:**

Hydric soils are those soils that are sufficiently wet in the upper part to develop anaerobic conditions during the growing season. The field indicators of hydric soils in LRR, K, L, M, N, O, P for Illinois were used to determine if hydric soils are present. Natural Resources Conservation Service (NRCS) soil maps were examined prior to the site investigation to determine if hydric soils were present (**Exhibit 5**). Mapped types and/or the presence of field indicators were confirmed by digging soil pits. Soil pits at all data points were dug to a depth of approximately 24”, if able, as field indicators are typically observed within 20-36 inches of the soil surface. Soil colors were determined using the Munsell Soils Color Charts, dated 2000.

iii. **Vegetation:**

In order to be considered a wetland greater than 50% of the dominant plant species in the community must be hydrophytic. The USFWS published a regional list of plant species occurring in wetlands in 1988. Each species is assigned to a Wetland indicator category based upon its probability of naturally occurring in a wetland (Table 1). According to the Manual, when species that adapt for life in anaerobic soil conditions (OBL, FACW, FAC) immediately exceed 50% of the total dominance for each stratum, hydrophytic vegetation is present.

Table 1. Plant Indicator Status Categories* (USFWS 1988)

INDICATOR	REGION 3	DEFINITION
CATEGORY	INDICATOR	
Obligate Wetland	OBL	Occur almost always (estimated probability >99%) under natural conditions in wetlands, but which may also occur rarely (estimated probability <1%) in non-wetlands.
Facultative Wetland	FACW	Usually occur in wetlands (estimated probability 67%-99%), but occasionally found in non-wetlands, but occasionally found

		in non-wetlands (estimated probability 1%-33%).
Facultative	FAC	Equally likely to occur in wetlands or non-wetlands (estimated probability 34%-66%).
Facultative Upland	FACU	Usually occur in non-wetlands (estimated probability 67%-99%), but occasionally found in wetlands (estimated probability 1%-33%).
Obligate Upland	UPL	Occur almost always (estimated probability >99%) under natural conditions in non-wetlands in the region specified, but which may also occur rarely (estimated probability <1%) in wetlands.

* The three facultative categories are subdivided by (+) and (-) modifiers.

Several other indicators of hydrophytic vegetation may also be utilized, such as: the FAC neutral test, visual observations of plant species growing in prolonged inundation and/or soil saturation, morphological adaptations, technical literature, and physiological and reproductive adaptations. During the field inspection plant species lists were compiled at each data point and throughout each wetland to determine hydrophytic dominance and floristic quality.

Using the species list compiled in the field, a floristic quality assessment was performed for each wetland by calculating the Coefficient of Conservatism (C), Floristic Quality Index (I), and mean wetness coefficient (both native and including adventives), utilizing nomenclature given in Plants of the Chicago Region (Swink and Wilhelm 1994). The coefficient of conservatism number (C) is based upon the rarity of a species to occur and/or its resiliency to tolerate disturbance. The greater the number of species with a high C number will result in a higher native mean C (\bar{c}) or Floristic Quality Index (I). An area may be considered high quality if the \bar{c} and/or I are equal to or greater than 3.5 and/or 20, respectively. The mean wetness coefficient is calculated utilizing each species indicator status.

REGULATORY REQUIREMENTS

i. U.S. Army Corps of Engineers:

Areas under the Corps jurisdiction include navigable waters of the U.S. and most other lakes, rivers, streams, small tributary waterways, natural ponds, and wetlands (bogs, fens, wet meadows, etc.). Ditches for the purpose of drainage, excavated in uplands are not considered jurisdictional waters of the U.S. or wetlands. Section 10 of the Rivers and Harbors Act of 1899 (RHA) authorizes the Corps to regulate structures or work in, over, or under navigable waters of the United States, while, Section 404 of the Clean Water Act (CWA) gives the Corps authority to regulate discharges of dredged or fill material in waters of the U.S., including wetlands.

However, on January 9, 2001 in the U.S. Supreme Court Ruling in Solid Waste Agency of North Cook County v. U.S. Army Corps of Engineers, Corps regulatory jurisdiction was restricted under Section 404 of the CWA to navigable waters (i.e. Section 10 of RHA), surface tributaries to such navigable waters, and waters and wetlands that are adjacent to the Section 10 waters and their tributaries. Areas under jurisdiction on the basis of the "Migratory Bird Rule" which extended jurisdiction to include "intrastate waters" that lack a connection to a surface water tributary such as small isolated waters and wetlands like pocosins, prairie potholes, vernal pools and playa lakes, are excluded. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes and the like are "adjacent wetlands."

The Chicago District of the Corps issued a Regional Permit Program (RRP) for activities with minimal impacts for Cook and the surrounding collar counties. The RRP authorizes structures or work in or affecting navigable waters of the U.S. under RHA Section 10 and CWA Section 404. Authorization under RHA Section 10 is required for construction of structures such as piers, decks, breakwaters, jetties, utility lines, and activities such as dredging within, over, or under navigable waters of the United States. While, authorization for the discharge of dredged or fill material within CWA Section 404 Waters of the U.S. is required.

Activities are divided into two categories under the RRP (Category I & II). Projects that impact less than 0.5 acres of waters of the U.S. and do not impact any high-quality aquatic resources are processed under Category I. Compensatory mitigation is not required for impacts under 0.10 acres. Projects that impact between 0.5 and 1.0 acres of waters of the U.S. or impact high-quality aquatic resources are processed under Category II. Compensatory mitigation for impacts over 0.10 acres is required. High-Quality Aquatic Resources (HQARs) are generally considered unsuitable for dredge or fill activities. A description and list of HQARs as described by the Corps in the RRP is provided in **Appendix G**. Impacts to a high-quality aquatic resource or impacts over 1.0 acres require an Individual Permit (IP) as a more thorough examination of the project must be performed, in addition to public comment.

A native upland buffer (or other appropriate vegetation approved by the Corps) adjacent to all created, restored, enhanced or preserved waters of the U.S. and wetlands must be established or enhanced. According to the RRP the following buffer widths are required:

1. For any Waters of the U.S. (e.g. river, stream, creek, etc.), the buffer shall be a minimum of 50 feet from the Ordinary High-Water Mark (OHWM);
2. For any waters of the U.S., including wetlands, over 0.25 acres and up to 0.5 acres in size, the buffer shall be 30 feet wide;
3. For any waters of the U.S. including wetlands, 0.5 acres or larger in size, the buffer shall be 50 feet wide; and
4. For any area determined to be a high-quality resource, the buffer shall be 100 feet wide.

The above requirements do not apply to linear road crossings.

ii. DuPage County:

Per Article IV Section 15-40.H of the April 23, 2013 DuPage County Countywide Stormwater and Flood Plain Ordinance (DCSFPO), a stormwater permit is required if the development involves regulatory floodplains, wetlands and wetland buffers. Both isolated and adjacent wetlands are jurisdictional under the (DCSFPO). All wetland determinations and delineations that are conducted in DuPage County are required to use procedures in accordance with the current Federal wetland delineation methodology authorized under Section 404 of the CWA. As such, the above methodology as set forth in the Manual was used. All wetland delineations must be verified by DuPage County or the authorized Ordinance Administrator for all complete waiver communities. The Corps has issued DuPage County Department of Development and Economic Planning a Programmatic General Permit (RP-25), which designates the County as the lead agency to review permits involving wetlands.

All wetlands must be classified as critical or regulatory based on the assessment of certain functions and values. They are as follows:

- The wetland is identified as a critical wetland in the County's wetland inventory.
- The wetland is known to possess a Federal or State listed threatened or endangered species.
- The plant community within the wetland is determined to have a native floristic quality index of 20 or higher during a single season assessment, a native mean C-value of 3.5 or greater, or alternatively a natural area rating index (NARI) value of 35.0 or higher during a spring, summer, and fall assessment, as calculated by the Swink & Wilhelm methodology. If both methods are performed, the NARI value shall prevail as the determining value.
- The initial wildlife quality value using the Modified Michigan Department of Natural Resources Method is 5.0 or higher, or alternatively the mean rated wildlife quality (MWRQ) is determined to be 8.0 or higher, as calculated by the Ludwig wildlife habitat evaluation methodology. If both methods are performed, the Ludwig value shall prevail as the determining value.

Development within or affecting critical wetlands under the DCFSPPO is prohibited, unless documentation is submitted that conclusively proves that the presence of critical wetlands precludes all economic use of the entire parcel, and that no practicable alternative to wetland modification exists. Mitigation for impacts to critical wetlands is required at a minimum proportional rate of three to one (3:1).

All other wetlands that do not meet any of the functions and values described above are considered regulatory. Development within or affecting a regulatory wetland that is equal to or greater than 0.10 acre shall be prohibited unless documentation is submitted that conclusively proves that no practicable

alternative to wetland modification exists. While, development within or affecting a regulatory wetland that is less than 0.10 acre in total size does not require documentation showing that no practicable alternative to wetland modification exists. Mitigation for impacts to regulatory wetlands is required at a minimum proportional rate of one and a half to one (1.5:1).

Development within 50ft of a regulatory wetland and 100ft of a critical wetland must mitigate the natural functions of the buffer to the extent practicable.

JURISDICTIONAL WETLANDS AND WATERS OF THE U.S.

There is one wetland located within the study area. The boundaries of this wetland were staked with pink pin flags with the wording "Wetland Delineation." Data points were taken both within and outside of the wetland boundaries to support our conclusions. These data points are marked on an aerial photograph with the approximate wetland boundary (**Exhibit 8**). The corresponding data forms are provided in **Appendix A**. The following text characterizes the wetland.

i. Wetland 1:

This area consists of a small corner of a larger wetland complex extending to the west and north of the studied parcel. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) (**Exhibit 2**) identifies this area as a wooded wetland, and the DuPage County Wetland Map (**Exhibit 3**) indicated this same wetland to be regulatory. Two data points were used to support our findings.

The hydrology is provided by precipitation, surface runoff, and possibly groundwater. Presence of surface saturation, a water table 1" below the soil surface, and water stained leaves in a small depression helped to determine persistent hydrology within the project bounds. Soils are mapped Peotone Silty Clay Loam and hydric soil indicator F6 showed hydric soil was present at the sample site. Dominant vegetation consisted of buckthorn (*Rhamnus cathartica*). Therefore, the sample site satisfies all three criteria and qualifies as a wetland.

The Coefficient of Conservatism (C), Floristic Quality Index (I), and mean wetness coefficient for the wetland was 1.43, 3.78, and -0.43, respectively and are provided in the floristic quality assessment as **Appendix B**. The MDNR Wildlife Assessment score was 3.0, and has been provided in **Appendix C**, as such, this wetland is considered regulatory.

The USFWS and IDNR consultation tools regarding threatened or endangered species were used to determine the likeliness of a T&E species being found on the property. These consultations are provided as **Appendix E & F**.

As the wetland is of small size and low quality, it provides functions at a low level. Several functions include: sediment filtration from upland areas, stormwater storage during and after precipitation events, reducing the impact of urbanization on water quality by filtering and assimilating nutrients

discharged from surrounding uplands, and provides a habitat for resting, reproducing, and nesting animals.

As this wetland is considered regulatory, a 50ft buffer is present. The 50ft buffer currently consists of turf grass and low-quality volunteer and invasive species, meaning an extremely limited native buffer is currently present.

Recommendations

Should development be proposed on this property, a stormwater management application should be sought from the DuPage County stormwater department. It also advised to request a jurisdictional determination to determine the presiding authority over this wetland by submitting a jurisdictional request form to the USACE prior to any development occurring within the parcel.

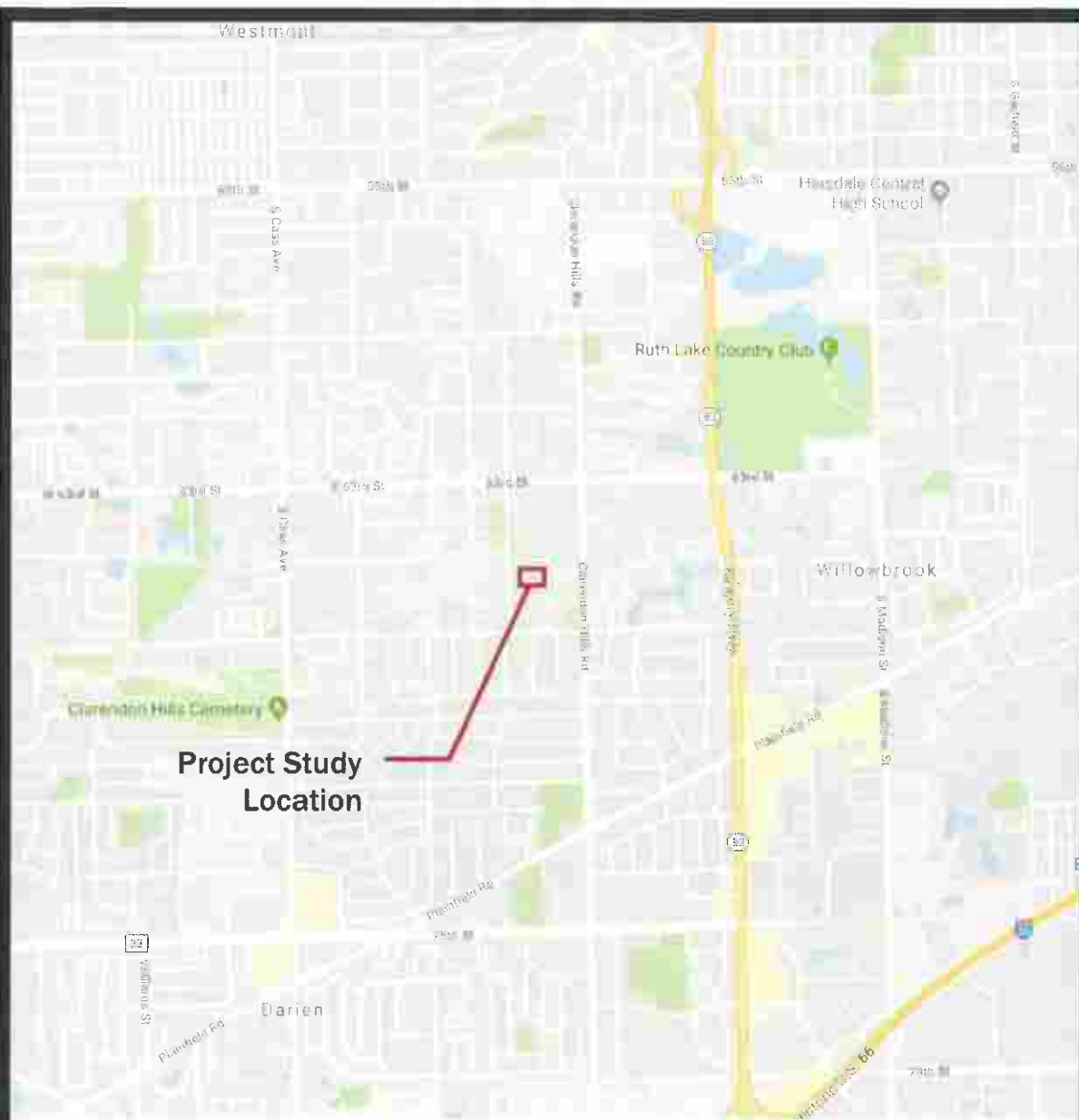


Exhibit 1

Location Map

Lat/Long: 41°46'07", -87°57'29"

Project Study Location



Client: Mr. Paul Garver
Project Name: 6544 Tennessee Ave
ERA Project #: 191206
Source : Google Maps

Not to Scale



Engineering Resource Associates, Inc.

35701 West Avenue, Suite 150

Warrenville, IL 60555

Phone: (630) 393-3060 FAX: (630) 393-2152

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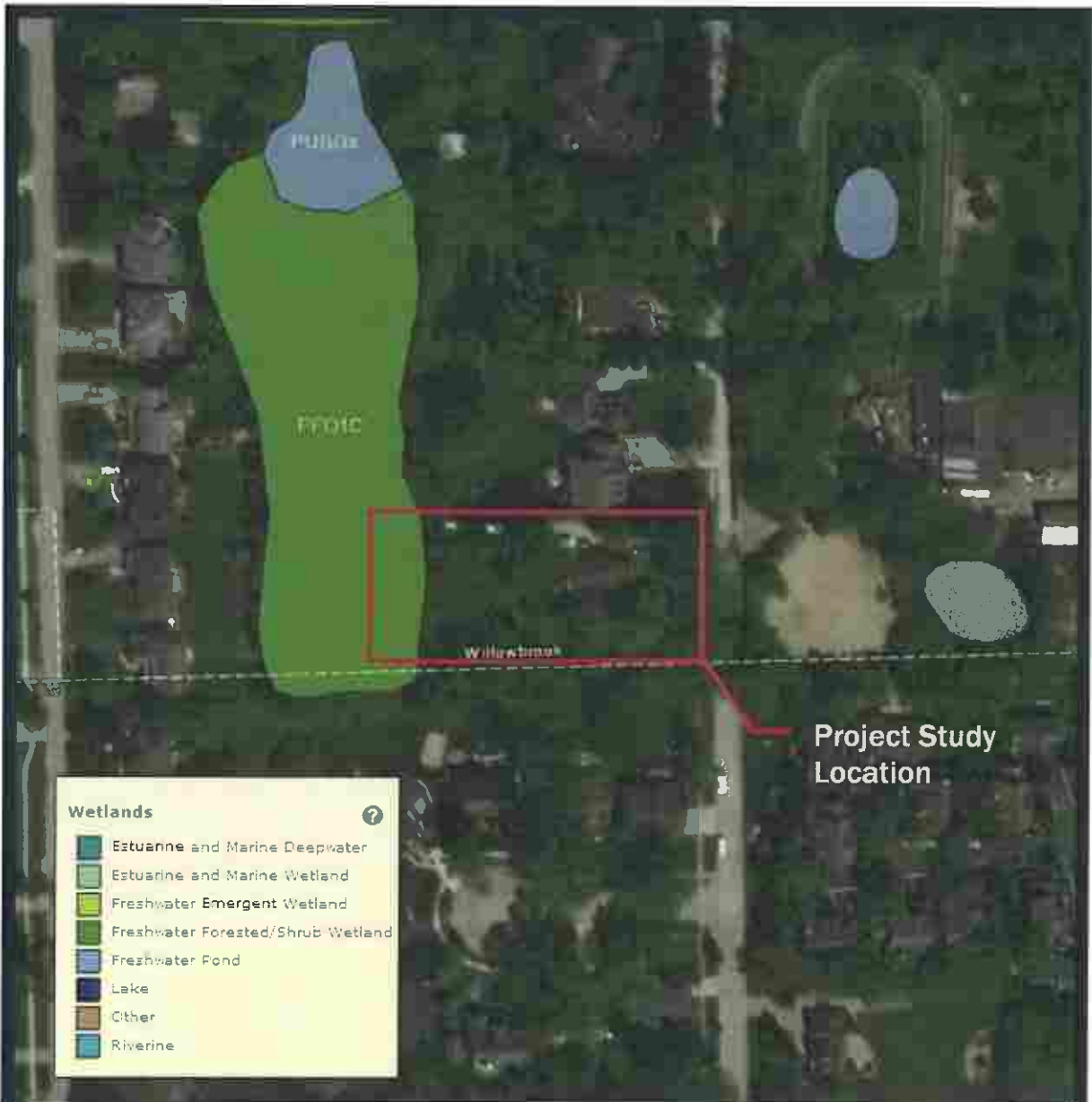


EXHIBIT 2
National Wetland Inventory Map
 Lat/Long: 41° 46'07", -87° 57'29"
 — Project Study Location



Client: Mr. Paul Garver
 Project Name: 6544 Tennessee Ave
 ERA Project #: 191206
 Source : USFWS

Not to Scale



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EXHIBIT 3

DuPage County Wetland Map

Lat/Long: 41° 46'07", -87° 57'29"

— Project Study Location



Client: Mr. Paul Garver
 Project Name: 6544 Tennessee Ave
 ERA Project #: 191206
 Source : DuPage GIS

Not to Scale



Engineering Resource Associates, Inc.

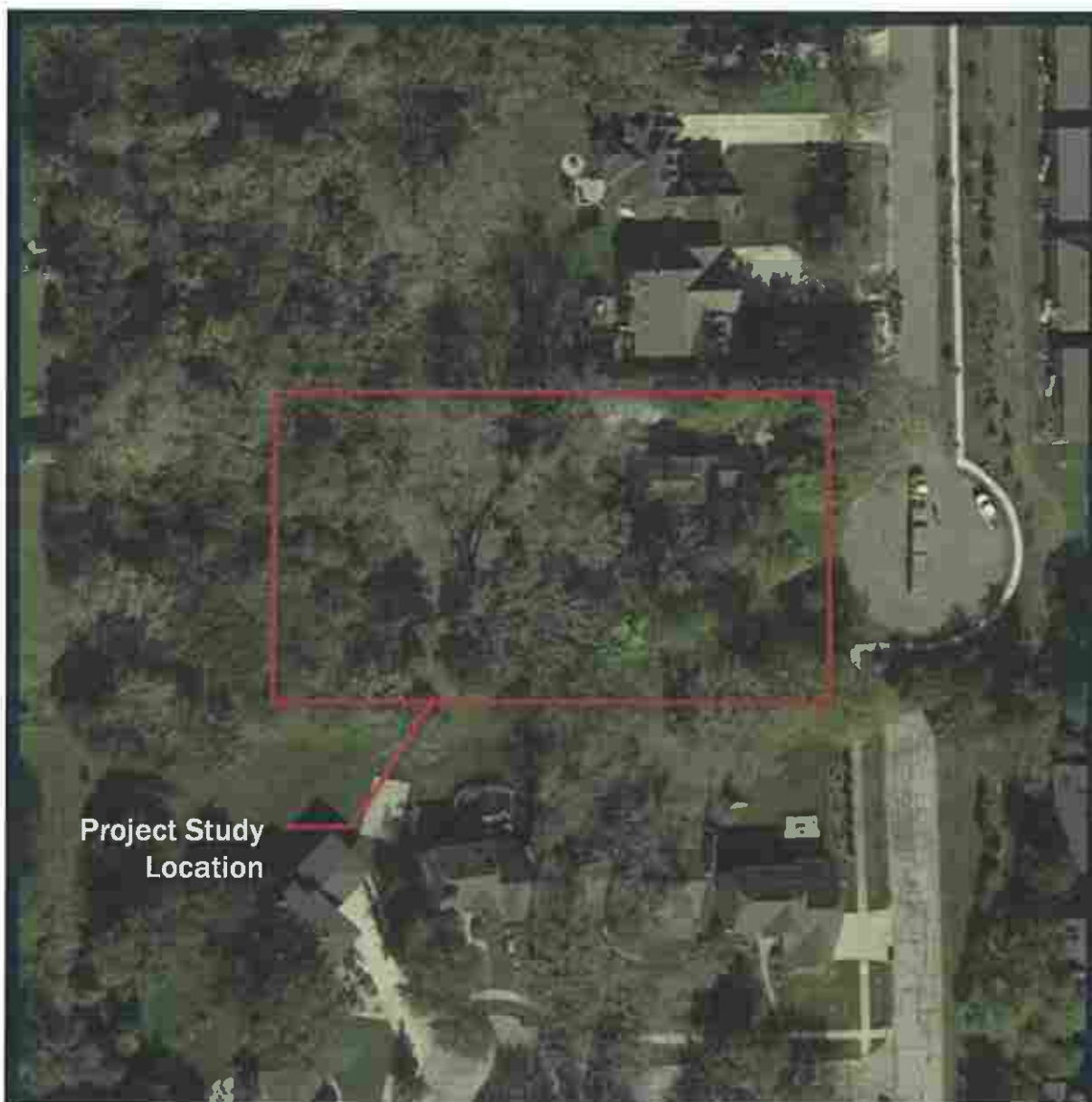
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Project Study
Location

Exhibit 4

Aerial Photo

Lat/Long: 41° 46'07", -87° 57'29"

— Project Study Location



Client: Mr. Paul Garver
Project Name: 6544 Tennessee Ave
ERA Project #: 191206
Source : Google Maps

Not to Scale



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Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
146A	Elliott silt loam, 0 to 2 percent slopes	1.1	78.9%
232A	Ashkum silty clay loam, 0 to 2 percent slopes	0.3	18.7%
330A	Peotone silty clay loam, 0 to 2 percent slopes	0.0	2.4%
Totals for Area of Interest		1.4	100.0%

EXHIBIT 5

NRCS Soils Map

Lat/Long: 41° 46'07", -87° 57'29"

— Project Study Location



Client: Mr. Paul Garver
 Project Name: 6544 Tennessee Ave
 ERA Project #: 191206
 Source : USDA

Not to Scale



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EXHIBIT 6

Flood Insurance Rate Map

Lat/Long: 41° 46'07", -87° 57'29"

— Project Study Location



Client: Mr. Paul Garver
 Project Name: 6544 Tennessee Ave
 ERA Project #: 191206
 Source : FEMA

Not to Scale



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EXHIBIT 7

USGS Topographic Map

Lat/Long: 41° 46'07", -87° 57'29"

— Project Study Location



Client: Mr. Paul Garver
 Project Name: 6544 Tennessee Ave
 ERA Project #: 191206
 Source : USGS

Not to Scale



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EXHIBIT 8

Approximate Wetland Location

Lat/Long: 41°46'07", -87°57'29"

-  Approximate Wetland Boundary
-  Approximate Offsite Wetlands Boundary
-  Project Study Location
-  Data Point



Client: Mr. Paul Garver
Project Name: 6544 Tennessee Ave
ERA Project #: 191206
Source : Google Earth

Not to Scale



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Appendix A.1

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site 6544 Tennessee Avenue City/County: DuPage Sampling Date: December 04, 2019
 Applicant/Owner: Mr. Paul Garver State: IL Sampling Point: 1
 Investigator(s): Brad Earnest Section, Township, Range: S22 T38N R11E
 Landform (hillslope, terrace, etc.): Closed Depression Local relief (concave, convex, none): Concave
 Slope (%): 0%-2% Lat: 41°46'08" Long: -87°57'31" Datum: WGS 1984
 Soil Map Unit Name: 330A Peotone silty clay loam NWI Classification: Wooded Wetland

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic? present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Wetland hydrology present? <u>Y</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Rhamnus cathartica</u>	<u>65</u>	<u>Y</u>	<u>FAC</u>
2	<u>Populus deltoides</u>	<u>10</u>	<u>N</u>	<u>FAC</u>
3	<u>Ulmus americana</u>	<u>5</u>	<u>N</u>	<u>FACW</u>
4				
5				
		<u>80</u>	= Total Cover	

Sapling/Shrub stratum	(Plot size: <u>15</u>)	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		<u>0</u>	= Total Cover	

Herb stratum	(Plot size: <u>5</u>)	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		<u>0</u>	= Total Cover	

Woody vine stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Vitis riparia</u>	<u>5</u>	<u>Y</u>	<u>FACW</u>
2				
		<u>5</u>	= Total Cover	

Dominance Test Worksheet			
Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A)			
Total Number of Dominant Species Across all Strata: <u>2</u> (B)			
Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)			

Prevalence Index Worksheet			
Total % Cover of:			
OBL species	<u>0</u>	x 1 =	<u>0</u>
FACW species	<u>5</u>	x 2 =	<u>10</u>
FAC species	<u>75</u>	x 3 =	<u>225</u>
FACU species	<u>0</u>	x 4 =	<u>0</u>
UPL species	<u>0</u>	x 5 =	<u>0</u>
Column totals	<u>80</u> (A)		<u>235</u> (B)
Prevalence Index = B/A = <u>2.94</u>			

Hydrophytic Vegetation Indicators:	
Rapid test for hydrophytic vegetation	
<u>X</u>	Dominance test is >50%
<u>X</u>	Prevalence index is ≤3.0*
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
Problematic hydrophytic vegetation* (explain)	
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	

Hydrophytic vegetation present?	
<u>Y</u>	

Remarks: (Include photo numbers here or on a separate sheet)

Appendix A.1

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-3	2.5Y 2.5/1	100					Clay Loam	
3-12	2.5Y 2.5/1	98	7.5YR 4/6	2	C	M	Clay Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| <input type="checkbox"/> Histisol (A1) | <input type="checkbox"/> Sandy Gleyed Matrix (S4) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Sandy Redox (S5) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Stripped Matrix (S6) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Mucky Mineral (F1) |
| <input type="checkbox"/> Stratified Layers (A5) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) |
| <input type="checkbox"/> 2 cm Muck (A10) | <input type="checkbox"/> Depleted Matrix (F3) |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input checked="" type="checkbox"/> Redox Dark Surface (F6) |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) | <input type="checkbox"/> Redox Depressions (F8) |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|---|
| <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) |
| <input type="checkbox"/> Dark Surface (S7) (LRR K, L) |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| <input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R) |
| <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

 Type: _____
 Depth (inches): _____
Hydric soil present? Y

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|--|
| <input type="checkbox"/> Surface Water (A1) | <input type="checkbox"/> Aquatic Fauna (B13) | <input type="checkbox"/> Surface Soil Cracks (B6) |
| <input checked="" type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> True Aquatic Plants (B14) | <input type="checkbox"/> Drainage Patterns (B10) |
| <input checked="" type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) | <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Crayfish Burrows (C8) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Presence of Reduced Iron (C4) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Stunted or Stressed Plants (D1) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Thin Muck Surface (C7) | <input type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Gauge or Well Data (D9) | <input type="checkbox"/> FAC-Neutral Test (D5) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Other (Explain in Remarks) | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | | |
| <input checked="" type="checkbox"/> Water-Stained Leaves (B9) | | |

Field Observations:

Surface water present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches): <u>>24</u>
Water table present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches): <u>>1"</u>
Saturation present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches): <u>0"</u>

 (includes capillary fringe)
Wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix A.2

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site 6544 Tennessee Avenue City/County: DuPage Sampling Date: December 04, 2019
 Applicant/Owner: Mr. Paul Garver State: IL Sampling Point: 2
 Investigator(s): Brad Earnest Section, Township, Range: S22 T38N R11E
 Landform (hillslope, terrace, etc.): Closed Depression Local relief (concave, convex, none): Concave
 Slope (%): 0%-2% Lat: 41°46'08" Long: -87°57'31" Datum: WGS 1984
 Soil Map Unit Name: 330A Peotone silty clay loam NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic? present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Wetland hydrology present? <u>N</u>	
Remarks: (Explain alternative procedures here or in a separate report.)	

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet
1 <u>Rhamnus cathartica</u>		<u>85</u>	<u>Y</u>	<u>FAC</u>	
2					Total Number of Dominant Species Across all Strata: <u>1</u> (B)
3					Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
4					
5					
		<u>85</u>	<u>= Total Cover</u>		
Sapling/Shrub stratum	(Plot size: <u>15</u>)				Prevalence Index Worksheet
1					
2					OBL species <u>0</u> x 1 = <u>0</u>
3					FACW species <u>0</u> x 2 = <u>0</u>
4					FAC species <u>85</u> x 3 = <u>255</u>
5					FACU species <u>0</u> x 4 = <u>0</u>
		<u>0</u>	<u>= Total Cover</u>		UPL species <u>0</u> x 5 = <u>0</u>
					Column totals <u>85</u> (A) <u>255</u> (B)
					Prevalence Index = B/A = <u>3.00</u>
Herb stratum	(Plot size: <u>5</u>)				Hydrophytic Vegetation Indicators:
1					
2					<u>X</u> Dominance test is >50%
3					<u>X</u> Prevalence index is ≤3.0*
4					Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
5					Problematic hydrophytic vegetation* (explain)
6					
7					
8					
9					
10					
		<u>0</u>	<u>= Total Cover</u>		
Woody vine stratum	(Plot size: <u>30</u>)				*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1					Hydrophytic vegetation present? <u>Y</u>
2					
		<u>0</u>	<u>= Total Cover</u>		

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-24	2.5Y 2.5/1	100					Clay Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| <input type="checkbox"/> Histisol (A1) | <input type="checkbox"/> Sandy Gleyed Matrix (S4) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Sandy Redox (S5) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Stripped Matrix (S6) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Mucky Mineral (F1) |
| <input type="checkbox"/> Stratified Layers (A5) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) |
| <input type="checkbox"/> 2 cm Muck (A10) | <input type="checkbox"/> Depleted Matrix (F3) |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6) |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) | <input type="checkbox"/> Redox Depressions (F8) |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|---|
| <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) |
| <input type="checkbox"/> Dark Surface (S7) (LRR K, L) |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| <input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R) |
| <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

 Type: _____
 Depth (inches): _____
Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- | |
|--|
| <input type="checkbox"/> Surface Water (A1) |
| <input type="checkbox"/> High Water Table (A2) |
| <input type="checkbox"/> Saturation (A3) |
| <input type="checkbox"/> Water Marks (B1) |
| <input type="checkbox"/> Sediment Deposits (B2) |
| <input type="checkbox"/> Drift Deposits (B3) |
| <input type="checkbox"/> Algal Mat or Crust (B4) |
| <input type="checkbox"/> Iron Deposits (B5) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) |
| <input type="checkbox"/> Water-Stained Leaves (B9) |

- | |
|---|
| <input type="checkbox"/> Aquatic Fauna (B13) |
| <input type="checkbox"/> True Aquatic Plants (B14) |
| <input type="checkbox"/> Hydrogen Sulfide Odor (C1) |
| <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Presence of Reduced Iron (C4) |
| <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Thin Muck Surface (C7) |
| <input type="checkbox"/> Gauge or Well Data (D9) |
| <input type="checkbox"/> Other (Explain in Remarks) |

Secondary Indicators (minimum of two required)

- | |
|--|
| <input type="checkbox"/> Surface Soil Cracks (B6) |
| <input type="checkbox"/> Drainage Patterns (B10) |
| <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Crayfish Burrows (C8) |
| <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Stunted or Stressed Plants (D1) |
| <input type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u> 0" </u>
Water table present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u> >24" </u>
Saturation present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u> >24" </u>

 (includes capillary fringe)
Wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix B

SITE: 6544 Tennessee Avenue
LOCALE: DuPage County
BY: B. Earnest
NOTES: 4-Dec-19

CONSERVATISM-
BASED
METRICSADDITIONAL
METRICS

MEAN C (NATIVE SPECIES)	1.67	SPECIES RICHNESS (ALL)	7
MEAN C (ALL SPECIES)	1.43	SPECIES RICHNESS (NATIVE)	6
MEAN C (NATIVE TREES)	1.00	% NON-NATIVE	0.14
MEAN C (NATIVE SHRUBS)	5.00	WET INDICATOR (ALL)	-0.43
MEAN C (NATIVE HERBACEOUS)	1.00	WET INDICATOR (NATIVE)	-0.50
FQAI (NATIVE SPECIES)	4.08	% HYDROPHYTE (MIDWEST)	1.00
FQAI (ALL SPECIES)	3.78	% NATIVE PERENNIAL	0.86
ADJUSTED FQAI	15.43	% NATIVE ANNUAL	0.00
% C VALUE 0	0.43	% ANNUAL	0.00
% C VALUE 1-3	0.43	% PERENNIAL	1.00
% C VALUE 4-6	0.14		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
ACENEG	Acer negundo	Acer negundo var. violaceum Cornus stolonifera; Cornus baileyi; Cornus sericea	Ash-Leaf Maple		0 FAC	FAC		0 Tree	Perennial	Native
CORSER	Cornus alba	Geum canadense	Red Osier		5 FACW	FACW		-1 Shrub	Perennial	Native
GEUCAN	Geum canadense	Populus deltoides	White Avens		1 FAC	FAC		0 Forb	Perennial	Native
POPDEL	Populus deltoides	RHAMNUS	Eastern Cottonwood		0 FAC	FAC		0 Tree	Perennial	Native
RHACAT	Rhamnus cathartica	CATHARTICA	European Buckthorn		0 FAC	FAC		0 Shrub	Perennial	Adventive
ULMAME	Ulmus americana	Ulmus americana	American Elm		3 FACW	FACW		-1 Tree	Perennial	Native
VITRIP	Vitis riparia	Vitis riparia var. syrticola	River-Bank Grape		1 FACW	FAC		-1 Vine	Perennial	Native

Appendix C

OBSERVER: Brad Earnest

DATE: December 04, 2019

LOCATION: 6544 Tennessee Ave, Willowbrook, DuPage County IL

WILDLIFE HABITAT/USE EVALUATION SCORE SHEET

To assess the existing and/or potential wildlife habitat use of the subject wetland, the applicant must first complete this score sheet. The attached documentation provides examples of each scoring parameter.

A separate sheet must be completed for each wetland. The wetland system as a whole must be considered. If the wetland extends off-site, aerial photographs, observations from public access areas (roads, etc.) should be considered in the evaluation sheet.

Applicants must document their basis for scoring decisions with field surveys followed by current photographs, and other appropriate information.

A. Utilization by Wildlife

<u>Wildlife Use</u>	<u>Score</u>
Significant	3
Evident	2
Low	1
Occasional	0.5
Non-Existent	0
SUB-TOTAL =	0.5

Observations/Notes: _____

Small mammals observed during the site visit
and there is a high potential for amphibian use
as well. Use may be higher during warmer
months.

B. Interspersion of Vegetative Cover

<u>Interspersion</u>	<u>Score</u>
High	3
Medium	2
Low	1
SUB-TOTAL=	1

% Cover of Each Plant Community Type:

Emergent 10%
 Scrub Shrub 50%
 Wet Meadow _____
 Forested 20%
 Aquatic _____
 Other _____

C. Vegetative Cover to Open Water

<u>Cover</u>	<u>Score</u>
>95% Cover	0.5
76%- 95% Cover, Peripheral	1.5
76%- 95% Cover, Various	2.5
26%- 75% Cover, Peripheral	2.0
26%- 75% Cover, Patches	3.0
5%- 25% Cover, Peripheral	1.0
<5% Cover	0.5
SUB-TOTAL=	1.5

TOTAL SCORE (A+B+C) = 3.0

Appendix C

Total score ≥ 5.00 wetland receives CRITICAL status

Total score < 5.00 wetland receives REGULATORY status

Wildlife habitat use evaluation of any particular wetland should consider both the actual wildlife uses and an analysis of the habitat values related to wildlife. Habitat evaluation provides consideration of conditions for species of wildlife that may not be currently using a wetland, but preferred habitat for feeding, nesting, rearing of young, or cover is present.

Wildlife habitat/use, ideally, should be analyzed over an entire year and for some wetlands, several years' conditions should be documented. However, obvious time constraints do not allow this. Therefore, if the evaluator does not have personal knowledge of the wetland during other seasons/years and does not have training in wildlife, a degreed wildlife biologist or ecologist should be requested to complete this section of the evaluation.

A. Utilization by Wildlife

Complete the table on the evaluation form for each wildlife group for the uses listed across the top of the table using the following point system. Consider all seasons of the year in this evaluation.

Use by wildlife group within each habitat is significant in that loss or reduction of the habitat would have an adverse effect (i.e., loss of individuals) on the population of the species or overall wildlife population in the general area (township). **SCORE = 3**







Use by wildlife group within each habitat is evident or probable and loss or reduction of the habitat would have an adverse effect (i.e., loss of individuals) on the local wildlife population (surrounding sections). **SCORE = 2**

Use by wildlife group within each habitat is incidental or low in that loss or reduction of the habitat would have a negligible effect (i.e., loss of individuals) on the local wildlife population. **SCORE = 1**

Use by wildlife group within each habitat is nonexistent at any time during any year. NOTE: Use 0.5 to signify occasional use. **SCORE = 0**

B. Interspersion of Vegetative Cover

From recent aerial photographs of the wetland, determine which of the following criteria best describes the vegetative forms of the site. Determine from conditions at the peak of the growing season.

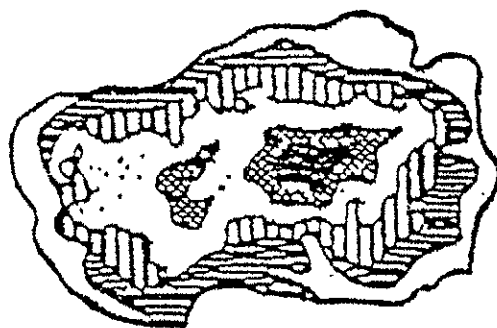
	COMMUNITY TYPE 1
	COMMUNITY TYPE 2
	COMMUNITY TYPE 3
	COMMUNITY TYPE 4
	COMMUNITY TYPE 5
	COMMUNITY TYPE 6

Appendix C

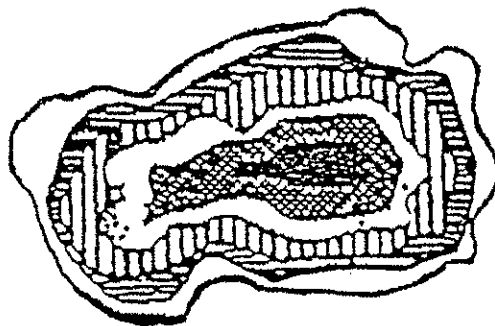
High interspersions of vegetation. Edge is abundant and consists of several species. Life form zones of vegetation are broken into segments of variable size and shape. Subforms of vegetation are small and scattered. **SCORE = 3**



Moderate interspersions of vegetation. Edge is moderate in length and diversity with some irregularity in the distribution of subform stands, but vegetation life forms remain largely intact. **SCORE = 2**



Low interspersions of vegetation. Length and types of edge are at a minimum. The wetland consists of concentric life forms and subforms. Subform stands are large and continuous. **SCORE = 1**



Appendix C

C. Vegetative Cover to Open Water

From a recent aerial photograph of the wetland, determine which of the following criteria best describes the vegetation/open water characteristics of the wetland. NOTE: Wetland cover types: white areas indicate water (with or without surface plants); black areas indicate emergents, shrubs, or trees.

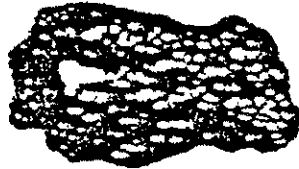
Cover occupies more than 95% of wetland **SCORE = 0.5**



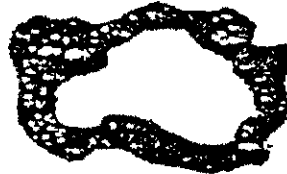
Cover occupies 76 - 95% of wetland occurring in peripheral band **SCORE = 1.5**



Cover occupies 76 - 95% of wetland with scattered open water **SCORE = 2.5**



Cover occupies 26 - 75% of wetland occurring in peripheral band **SCORE = 2.0**



Cover occupies 26 - 75% of wetland occurring in dense patches or diffuse in open stands **SCORE = 3.0**

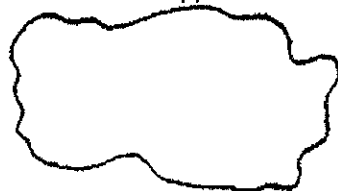


Cover occupies 5 - 25% of wetland occurring in peripheral band or diffuse in open stands **SCORE = 1.0**



Cover occupies less than 5% of wetland **SCORE = 0.5**

Appendix C



APPENDIX D

Photo 1

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing northwest into the wetland area. The property corner stake is identified by a pink ribbon in the photo.



Photo 2

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing northwest outside of the property limits. Standing water can be seen in an area dominated by cottonwood and buckthorn



Photo 3

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Photo showing a constructed berm along the west property limits.



APPENDIX D

Photo 4

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Photo taken facing the opposite direction of Photo #3 showing the berm.



Photo 5

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing southeast out of the wetland into the upland area.



Photo 6

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing into the wetland area from upland.



APPENDIX D

Photo 7

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing south along the edge of the wooded area. This portion of the woods is dominated by honeysuckle, buckthorn, and features some black locust.



Photo 8

Site: 6544 Tennessee Avenue

Date: December 04, 2019

Investigator: Brad Earnest

Description: Facing north into the adjacent property. Standing water is visible where a drainage path has been excavated leading to a stormwater drain.



Applicant: Engineering Resource Associates
Contact: Bradley Earnest
Address: 3S701 West Ave
Suite 150
Warrenville, IL 60555

IDNR Project Number: 2004741
Date: 12/09/2019
Alternate Number: 191206

Project: 6544 Tennessee Ave
Address: 6544 Tennessee Avenue, Willowbrook

Description: The land owner would like to divide a large lot into two smaller lots for single-family homes.

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

St. John Lutheran Prairie INAI Site
St. John Lutheran Prairie Natural Heritage Landmark

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: DuPage

Township, Range, Section:
38N, 11E, 22



IL Department of Natural Resources
Contact
Impact Assessment Section
217-785-5500
Division of Ecosystems & Environment

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

Appendix F: USFWS Consultation

MEMO

TO: Mr. Paul Garver

FROM: Bradley Earnest, Wetland Scientist

DATE: December 04, 2019

RE: Section 7 Endangered Species Act Consultation – 6544 Tennessee Avenue, Willowbrook, DuPage Co, IL - Wetland Delineation
ERA Project No. 191206

The study area is in Willowbrook, DuPage County, IL (Exhibit 1) within the Flagg Creek watershed. The parcel is bound by residential single-family homes on all sides with Tennessee Avenue to the east. The site consists of mowed turf and a private residence with wooded area on the west half of the lot that contains a small portion of a larger wetland system. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) (Exhibit 2) identifies a freshwater stream onsite; while, the DuPage County Wetland Map (Exhibit 3) identifies the same stream to be regulatory.

Engineering Resource Associates carefully reviewed the U.S. Fish and Wildlife technical assistance website on December 09, 2019, for federally listed threatened and endangered species. According to the website, the following species are listed and may be present in DuPage County:

Northern long-eared bat <i>Myotis septentrionalis</i>	Threatened	Hibernates in caves and mines - swarming in surrounding wooded areas in autumn. Roosts and forages in upland forests and woods.	May affect but not likely to adversely affect.
Hine's emerald dragonfly <i>Somatochlora hineana</i>	Endangered	Spring fed wetlands, wet meadows and marshes	No effect
Hine's emerald dragonfly <i>Somatochlora hineana</i>	Critical Habitat Designated	Map and written description of the areas designated as Critical Habitat (PDF)	No effect
Rusty patched bumble bee <i>Bombus affinis</i>	Endangered	Grasslands with flowering plants from April through October, underground and abandoned rodent cavities or clumps of grasses above ground as nesting sites, and undisturbed soil for hibernating queens to overwinter.	No effect
Eastern prairie fringed orchid <i>(Platanthera leucophaea)</i>	Threatened	Moderate to high quality wetlands, sedge meadow, marsh, and mesic to wet prairie	No effect
Leafy-prairie clover <i>(Dalea foliosa)</i>	Endangered	Prairie remnants on thin soil over limestone	No effect

Appendix F: USFWS Consultation

Mead's milkweed (<i>Asclepias meadii</i>)	Threatened	Late successional tallgrass prairie, tallgrass prairie converted to hay meadow, and glades or barrens with thin soil	No effect
Prairie bush clover <i>Lespedeza leptostachya</i>	Threatened	Dry to mesic prairies with gravelly soil	No effect

Critical Habitat Designated for the Hines Emerald Dragonfly is NOT located near the project.

This area is not suited for Rusty Patch Bumblebee habitat as it has seen a history of development and disturbance as well as a lack of forbs for the bees to feed on.

It is unlikely that the northern long-eared bat would hibernate or roost in the project area. Caves, karst areas, or abandoned mines are not present near the project site, however, large mature and dead trees were observed onsite that could be used for rest sites.

This location is unsuitable for growth of eastern prairie fringe orchids, leafy-prairie clover, mead's milkweed and prairie bush clover.

APPENDIX G

HIGH-QUALITY AQUATIC RESOURCES

U.S. Army Corps of Engineers, Chicago District Regional Permit Program

High-quality aquatic resources (HQARs) are aquatic areas considered to be regionally critical due to their uniqueness, scarcity, and/or value, and other wetlands considered to perform functions important to the public interest, as defined in 33 CFR Part 320.4(b)(2). These resources include Advanced Identification (ADID) sites, bogs, ephemeral pools, fens, forested wetlands, sedge meadows, seeps, streams rated Class A or B in the Illinois Biological Stream Characterization study, streamside marshes, wet prairies, wetlands supporting Federal or Illinois endangered or threatened species, and wetlands with a floristic quality index of 20 or greater or mean C-value of 3.5 or greater. The following descriptions of high-quality aquatic resources apply to the Chicago District only.

Advanced Identification (ADID) sites: Aquatic sites that have been identified by the District and U.S. Environmental Protection Agency, in advance of specific permit requests, as areas generally unsuitable for disposal of dredged or fill material. ADID sites include various waters of the U.S., including wetlands, identified in Lake and McHenry Counties.

Bog: A low nutrient peatland, usually in a glacial depression, that is acidic in the surface stratum and often dominated at least in part by the genus *Sphagnum*.

Ephemeral pool: A seasonally inundated depression within a forested wetland or upland community, usually located on a moraine, glacial outwash plain, or in an area shallow to bedrock; also known locally as a "vernal pool." These areas may not be permanently vegetated.

Fen: A peatland, herbaceous (including calcareous floating mats) or wooded, with calcareous groundwater flow.

Forested wetland: A wetland dominated by native woody vegetation with at least one of the following species or genera present: *Carya spp.*, *Cephalanthus occidentalis*, *Cornus alternifolia*, *Fraxinus nigra*, *Juglans cinerea*, *Nyssa sylvatica*, *Quercus spp.*, or *Thuja occidentalis*.

Sedge meadow: A wetland dominated by at least one of the following genera: *Carex*, *Calamagrostis*, *Cladium*, *Deschampsia*, *Eleocharis*, *Rhynchospora*, *Scleria*, or *Eriophorum*.

Seep: A wetland, herbaceous or wooded, with saturated soil or inundation resulting from the diffuse flow of groundwater to the surface stratum.

Streams rated A or B in the Illinois Biological Stream Characterization study:

Reference Illinois Environmental Protection Agency's Biological Stream

Characterization (BSC): Biological Assessment of Illinois Stream Quality (latest edition) for a current listing.

Streamside marsh: A wetland that is adjacent to, and contiguous with, a body of flowing water or supported by stream baseflow and dominated by herbaceous species.

Wet prairie: A wetland dominated by native graminoid species with a diverse indigenous forb component that is seasonally saturated and/or temporarily inundated.

Wetlands supporting Federal or Illinois endangered or threatened species: For

current state-listed species, reference Illinois Endangered Species Protection Board's "Checklist of Endangered and Threatened Animals and Plants of Illinois" and/or contact the Illinois Department of Natural Resources. For Federally-listed species, reference the U.S. Fish and Wildlife Service's "Endangered and Threatened Wildlife and Plants" list (latest edition) and/or contact the U.S. Fish and Wildlife Service.

Wetlands with a Floristic Quality Index of 20 or greater or a mean C-value of 3.5 or

greater: Reference Plants of the Chicago Region (F. Swink and G. Wilhelm, 4th edition, Indianapolis: Indiana Academy of Science, 1994).

Further information on the areas described above can be found in the U.S. Environmental Protection Agency's Advanced Identification studies for Lake and McHenry Counties, the Chicago Wilderness' Biodiversity Recovery Plan, the Forest Preserve District of Cook County's The Natural Communities of Cook County: An Ecological Classification System for Terrestrial Communities, Swink and Wilhelm's Plants of the Chicago Region, and the Illinois Environmental Protection Agency's Biological Stream Characterization (BSC): Biological Assessment of Illinois Stream Quality (latest edition).

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ORDINANCE NO. 21-O-02 - An Ordinance
Approving and Authorizing the Execution of a
Termination of a Memorandum of Agreement**

AGENDA NO. 5.h.

AGENDA DATE: 01/11/21

STAFF REVIEW: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *T. Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Owner holds title to that certain real property located within the corporate limits of the Village, which real property is legally described on Exhibit A. JP Morgan Chase Bank N.A., as successor by merger to Bank One Trust Company, N.A., not individually but as trustee of the Owner, and the Village, entered into a certain Memorandum of Agreement dated as of December 10, 2007, and recorded January 09, 2008 as Document Number R2008-004322 with the DuPage County Recorder of Deeds (the "Memorandum") for the purpose of providing notice of a certain Agreement dated as of even date therewith (the "Agreement") with respect to a certain Extension Project (as defined in the Memorandum), easements, and contribution payments.

The Owner and Village wish to acknowledge that the Owner's responsibilities and obligations with respect to the Extension Project and the Agreement have been resolved and satisfied, and the parties wish to rescind and terminate the Memorandum by recording this instrument.

The Parties agree as follows:

1. The Parties acknowledge that the Owner has satisfied and/or otherwise resolved its obligations with respect to the Agreement, including, without limitation, the payment of the Contribution Amount (as defined in the Memorandum).
2. The Parties hereby confirm and agree that the Memorandum has been terminated and extinguished with respect to the Agreement.
3. This Termination of Memorandum of Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

STAFF RECOMMENDATION

Consider adoption of the ordinance terminating the memorandum and record the attached ordinance and document.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 21-O-02

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
TERMINATION OF A MEMORANDUM OF AGREEMENT**

WHEREAS, on December 10, 2007, the Village entered into a certain Memorandum of Agreement which Agreement was recorded on January 98, 2008 as Document No. R2008-00432 with the DuPage County Recorder of Deeds; and

WHEREAS, the Agreement contemplated Borse Leased Real Estate Trust, owner of the subject property, depositing certain contribution payments to the Village with respect to a certain roadway extension project with respect thereto; and

WHEREAS, the purpose of the Agreement became frustrated insofar as the contemplated improvements and entire contemplated extension project did not occur thereby defeating the purpose and reasons for the contribution.

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

SECTION 1: That certain “Termination of Memorandum of Agreement” attached hereto as Exhibit A” and made a part hereof be and is hereby approved.

SECTION 2: The Village Mayor be and is hereby directed and authorized to execute said “Termination of Memorandum of Agreement” on behalf of the Village of Willowbrook and the Village Clerk is directed to attest to the Mayor’s signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and **APPROVED** this 11th day of January, 2021 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Termination of Memorandum of Agreement

TERMINATION OF
MEMORANDUM OF
AGREEMENT

This instrument was prepared by,
and after recording, return to:
Daniel M. Borek, Esq.
Clark Hill PLC
130 E. Randolph St., Suite 3900
Chicago, Illinois 60601

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT is made and entered into as of the 11th day of January, 2021, by and between THE CHICAGO TRUST COMPANY, N.A., solely in its capacity as Successor Trustee of the Borse Leased Real Estate Trust, created under the Anton G. Borse Trust under Agreement dated August 7, 1987, as amended and restated on January 7, 1994 (the "Owner") and the Village of Willowbrook, an Illinois municipal corporation (the "Village"). The Owner and Village are sometimes referred to herein individually as a "Party" and jointly as the "Parties."

Recitals:

A. The Owner holds title to that certain real property located within the corporate limits of the Village, which real property is legally described on Exhibit A, attached hereto (the "Property");

B. JP Morgan Chase Bank N.A., as successor by merger to Bank One Trust Company, N.A., not individually but as trustee of the Owner, and the Village, entered into a certain Memorandum of Agreement dated as of December 10, 2007, and recorded January 09, 2008 as Document Number R2008-004322 with the DuPage County Recorder of Deeds (the "Memorandum") for the purpose of providing notice of a certain Agreement dated as of even date therewith (the "Agreement") with respect to, *inter alia*, a certain Extension Project (as defined in the Memorandum), easements, and contribution payments with respect thereto; and

C. The Owner and Village wish to acknowledge that the Owner's responsibilities and obligations with respect to the Extension Project and the Agreement have been resolved and satisfied, and the parties wish to rescind and terminate the Memorandum by recording this instrument.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties acknowledge that the Owner has satisfied and/or otherwise resolved its obligations with respect to the Agreement, including, without limitation, the payment of the Contribution Amount (as defined in the Memorandum).

2. The Parties hereby confirm and agree that the Memorandum has been terminated and extinguished with respect to the Agreement.

3. This Termination of Memorandum of Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Termination of Memorandum of Agreement to be executed, effective as of the day and year first written above.

VILLAGE OF WILLOWBROOK

By: _____
Name: Frank A. Trilla
Title: Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, _____ of the Village of Willowbrook, personally known to me (or presented _____ as identification), and _____, the Clerk of said Village, personally known to me (or presented _____ as identification), who names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered said instrument for and on behalf of said Village as their free and voluntary act, and as the free and voluntary act of said Village for the uses and purposes therein set forth, pursuant to a written resolution duly passed by the President and Board of Trustees of said Village, on ____ day of _____, 20__.

Given under my hand and notarial seal this ____ day of _____, 20__.

Notary Public
Commission Expires: _____

[Additional Signature Page Follows]

**THE BORSE LEASED REAL ESTATE
TRUST, created under the Anton G. Borse
Trust, under Agreement dated August 7, 1987,
as amended and restated on January 7, 1994**

By: The Chicago Trust Company, N.A.,
Its: Successor trustee

By: _____
Name: Todd W. Cordell
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Todd Cordell, Vice President of the Chicago Trust Company, N.A., solely in its capacity as successor trustee of the Borse Leased Real Estate Trust, created under the Anton G. Borse Trust, under Agreement dated August 7, 1987, as amended and restated on January 7, 1994, personally known to me (or presented _____ as identification), who name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed and delivered said instrument for and on behalf of said trust, as the free and voluntary act of said trust for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20__.

Notary Public
Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

THE SOUTH 40 FEET OF THAT PART OF LOT 13 LYING NORTH OF THE NORTH LINE OF 75TH STREET AS DEDICATED BY DOCUMENT R90-169200, IN E.J. CHLUMSKY'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1952 AS DOCUMENT 644698 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 09-26-203-015

Consisting of a portion of a property commonly known as: 7409 S. Quincy Street, Willowbrook, IL 60527

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

RESOLUTION NO. 21-R-02 – A Resolution to Approve an Independent Contractor Agreement for Code Enforcement Services

AGENDA NO. 5.i.

AGENDA DATE: 01/11/21

STAFF REVIEW: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *T. Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Village of Willowbrook has used Karyn Byrne's services for code enforcement since September of 2000 at a rate of \$30 per hour. Her rate has not changed in the last 20 plus years. Her current municipal client rates range from \$40 to \$60 dollars per hour. She is requesting that we approve the attached contract that will increase her hourly rate to \$45 dollars per hour and \$60 after hours (5:00 pm to 7:00 am or on weekends). For the calendar year 2020, we paid Karyn Byrne a total of \$2,842.

The agreement calls for Karyn Byrne to act as an authorized Village Code Enforcement Representative and shall enforce all violations of local codes and ordinances within the scope of her responsibilities with the Village of Willowbrook as directed by the building official. If necessary, this may include testifying in court on behalf of the Village of Willowbrook. Additionally, Karyn Byrne shall provide code enforcement administrative assistant services, which will include responding to and managing code enforcement cases, for the Village of Willowbrook, and other duties at the direction of the building official.

Lastly, the agreement calls for Karyn Byrne to maintain general liability insurance in the amount of at least \$1,000,000 and provide the Village of Willowbrook with a certificate of insurance evidencing such insurance coverage and naming the Village of Willowbrook as an additional insured.

STAFF RECOMMENDATION

Approve attached contract via Motion.

ACTION PROPOSED: Pass the Motion.

RESOLUTION NO. 20-R-02

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

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

WHEREAS, the Village has had a satisfactory working relationship with Karyn A. Byrne and has determined that it is in the best interest of the Village to continue its association with Karyn A. Byrne by entering into a two (2) year Independent Contractor Agreement with Karyn A. Byrne to perform code inspection and code enforcement services on behalf of the Village.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and **APPROVED** this 11th day of January, 2021 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

INDEPENDENT CONTRACTOR AGREEMENT FOR
CODE ENFORCEMENT SERVICES

This agreement made as of the 11th day of January, 2021 by and between the VILLAGE OF WILLOWBROOK, DuPage County, Illinois, and Karyn Byrne, for Code Enforcement Services in the VILLAGE OF WILLOWBROOK shall be and is as follows:

WITNESSETH

WHEREAS, KARYN BYRNE has extensive experience in code enforcement of property maintenance, construction site inspections, zoning, and municipal codes; and

Whereas the VILLAGE OF WILLOWBROOK is desirous of having its Village codes and ordinances enforced; and

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

There is no employee/employer relationship between KARYN BYRNE and the VILLAGE OF WILLOWBROOK. KARYN BYRNE is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1,ET.SEQ.). The VILLAGE OF WILLOWBROOK will not (i) provide any form of insurance coverage, including but not limited to health, workmen's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to KARYN BYRNE

KARYN BYRNE shall act as an authorized Code Enforcement Representative and shall enforce all violations of local codes and ordinances within the scope of her responsibilities with the VILLAGE OF WILLOWBROOK as directed by the building official. If necessary, this may include testifying in court on behalf of the VILLAGE OF WILLOWBROOK. KARYN BYRNE shall provide code enforcement administrative assistant services, which will include responding to and managing code enforcement cases, for the VILLAGE OF WILLOWBROOK, and other duties at the direction of the building official. The performance of the work described herein shall not be construed as creating any joint employment relationship between KARYN BYRNE and the VILLAGE OF WILLOWBROOK and the Village is not and will not be liable for any obligations incurred by KARYN BYRNE, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the VILLAGE OF WILLOWBROOK and KARYN BYRNE.

It is acknowledged that at all times that KARYN BYRNE is a separate and independent from the VILLAGE OF WILLOWBROOK and that KARYN BYRNE has the full opportunity to find other business, and that she has made her owner investment in her business and that she will utilize a high level of skill necessary to perform the work assigned to her.

KARYN BYRNE shall maintain general liability insurance in the amount of at least \$1,000,000 and provide the Village of Willowbrook with a certificate of insurance evidencing such insurance coverage and naming the Village of Willowbrook as an additional insured.

The VILLAGE OF WILLOWBROOK shall pay KARYN BYRNE based on an hourly basis of forty-five dollars (\$45.00) per hour during normal business hours. Any work that the VILLAGE OF WILLOWBROOK shall request or require that occurs on a weekend, holiday or between the hours of 5:00 P.M. and 7:00 A.M. shall be based on an hourly basis of sixty dollars (\$60.00) per hour. The services provided to the VILLAGE OF WILLOWBROOK by KARYN BYRNE shall be on an as needed basis at the discretion of the building official.

This agreement shall be effective from January 12, 2021 and end January 12, 2023. Notwithstanding any provision contained herein to the contrary, either party may terminate this agreement at any time; however, KARYN BYRNE agrees to give thirty (30) days prior written notice to the VILLAGE OF WILLOWBROOK before terminating this agreement.

A detailed Statement for Services Rendered shall be made monthly, and payment by the VILLAGE OF WILLOWBROOK for such services shall be made upon receipt of statement. Said statement for Services Rendered shall identify the following:

- A) Specific date and number of hours of inspection services.
- B) Court time specific to each property/complaint.

To the fullest extent permitted by law, KARYN BYRNE hereby agrees to defend, indemnify and hold harmless the VILLAGE OF WILLOWBROOK, its officials, agents, employees, against all injuries, deaths, loss, damages claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the VILLAGE OF WILLOWBROOK, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by KARYN BYRNE, or which may in anywise result therefore, except that arising out of the sole legal cause of the VILLAGE OF WILLOWBROOK, its agents or employees. KARYN BYRNE shall at her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the VILLAGE OF WILLOWBROOK, its officials, agents, and employees, in any such action, KARYN BYRNE shall, at her own expense, satisfy and discharge the same.

Dated this 11th day of January, 2021

Village of Willowbrook
DuPage County, Illinois

BY _____
Frank A. Trilla, Mayor

Attest _____
Deborah A. Hahn, Village Clerk

KARYN A. BYRNE _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING SECTION 9-6-1 ENTITLED "GENERAL CONDITIONS" OF CHAPTER 6 ENTITLED "BUSINESS DISTRICTS" AND SECTION 9-12-10 ENTITLED "TEMPORARY USES" OF CHAPTER 12 ENTITLED "ACCESSORY USES AND HOME OCCUPATIONS" OF TITLE 9 ENTITLED "ZONING REGULATIONS" OF THE MUNICIPAL CODE OF THE VILLAGE OF WILLOWBROOK.

AGENDA NO. 6

AGENDA DATE:
01/11/21

STAFF REVIEW: Ann Choi, Planning Consultant

SIGNATURE: *A. Choi / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *T. Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

Recently, the Village of Willowbrook ("Village") was approached by a local automobile service station owner interested in utilizing existing outdoor areas for the display of merchandise. Willowbrook is currently home to six existing automobile service stations. The Village has prohibited the outdoor display of merchandise at service stations to prevent these businesses from having large unattractive displays, the intention likely being that Willowbrook would become another Hinsdale back in the day. Over the years, the fuel industry has changed dramatically as service stations were replaced or complemented by and/or with convenience stores. The perception of the industry has changed as well, and gas stations are now expected to sell a much broader variety of items such as windshield washer fluid, anti-freeze, melting salt, oil products, gas drying agents, propane, firewood, and mulch.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

This petition is to consider a text amendment to allow the "outdoor display of merchandise" as a temporary use at automobile service stations and drugstores. As a temporary use permit, gas stations would need to reapply annually (calendar year) with the building department. The Village's building department currently charges approximately anywhere between \$300 to \$400 for an annual temporary use permit which includes a plan review and a final building inspection. An alternative option to allowing the "outdoor display of merchandise" as a temporary use in the business districts is to allow the outdoor display of merchandise by-right without requiring local gas station owners to apply for a temporary use permit, as is permitted in the nearby community of Darien. A disadvantage of allowing the outdoor display of merchandise by-right is that the Village would have little control over the amount of merchandise displayed, the displays' locations on the site, and the height of the displays, which raises various safety and aesthetic concerns.

The Plan Commission conducted a public hearing on this petition at their November 4, 2020 meeting and this public hearing was continued to December 2, 2020 as a definitive consensus was not reached by the members of the Plan Commission. Most of the commissioners expressed support for allowing the outdoor display of merchandise at gas station and drugstores by-right with restrictions, and planning staff was instructed to look at alternatives to achieve this. The Plan Commission continued the public hearing on this petition to their December 2, 2020 meeting. The following members were in attendance: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Soukup, Remkus and Walec. There were no members of the public that came forward with public comments at both meetings.

Planning staff presented three options. Option 1 was already presented at the November 4, 2020 hearing and this option would allow the outdoor display of merchandise at gas stations and drugstores through a temporary use permit.

Option 2 would allow the outdoor display of merchandise at gas stations with several restrictions by-right by amending section 9-6-1(B) but would allow these displays at drugstores with a minimum gross floor area of 13,500 square feet with several restrictions through a temporary use permit. Option 3 would amend Sections 9-6-1(B), 9-12-2 and 9-12-4 to allow the outdoor display of merchandise at gas stations as an accessory use, and the outdoor displays of merchandise at drugstores through a temporary use permit. In addition to permitted and special uses, the Village allows certain accessory uses and defines generally the types of accessory uses which will be allowed. Planning staff did not recommend this option since a public hearing would need to be rescheduled to a future date. Sections 9-12-2 and 9-12-4 were not listed in the original hearing notice.

The Plan Commission was in favor of allowing the outdoor display of merchandise at automobile service stations by-right and also supported staff's recommendation to allow the outdoor display of merchandise at drugstores with a minimum gross floor area of 13,500 square feet through a temporary use permit. The following modifications were recommended:

Modify the wording that references the maximum area of 100 square feet to incorporate some more flexibility if needed:

"Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size."

"The sum of all merchandise display areas shall be no larger than one hundred square feet (100 SF) in size unless an exception to this provision has been granted by the Village Administrator or his/her designee."

At the December 2, 2020 meeting, the Plan Commission voted 7-0 in favor of the text amendment with modifications, to forward a positive recommendation to the Village Board.

ACTION PROPOSED: December 14, 2020: Receive Plan Commission Recommendation.

January 11, 2021: Consideration of Attached Ordinance.

ORDINANCE NO. 21-O-03

AN ORDINANCE AMENDING SECTION 9-6-1 ENTITLED “GENERAL CONDITIONS” OF CHAPTER 6 ENTITLED “BUSINESS DISTRICTS” AND SECTION 9-12-10 ENTITLED “TEMPORARY USES” OF CHAPTER 12 ENTITLED “ACCESSORY USES AND HOME OCCUPATIONS” OF TITLE 9 ENTITLED “ZONING REGULATIONS” OF THE MUNICIPAL CODE OF THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village of Willowbrook (“Village”), is an Illinois home rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and has adopted certain municipal regulations and ordinances for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people, which regulations are codified in the Willowbrook Municipal Code, as amended; and,

WHEREAS, the Village has adopted a zoning ordinance which is codified as Title 9, entitled “Zoning Regulations”, of the Willowbrook Municipal Code (the “Zoning Ordinance”); and,

WHEREAS, on September 1, 2020, the Village of Willowbrook petitioned for a text amendment to the Zoning Ordinance of the Village of Willowbrook to allow the outdoor display of merchandise at automobile service stations and drugstores wherein the drugstore maintains a minimum gross floor area of thirteen thousand five hundred (13,500), as a temporary use permit; and,

WHEREAS, a public notice was published in compliance with statutes of the State of Illinois and Section 9-15-3(A) of the Zoning Ordinance, in The Chicago Sun Times, a newspaper of general circulation in the Village, on October 19, 2020, which is more than fifteen (15) days but less than thirty (30) days prior to the public hearing date; and,

WHEREAS, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on November 4, 2020, which was continued on December 2, 2020, all as required by the statutes of the State and the ordinances of the Village; and,

WHEREAS, at the public hearing, the applicant provided testimony in support of the proposed amendments to the Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) have received the recommendation of the Plan Commission pursuant to a memorandum dated December 14, 2020, a copy of which is attached hereto as Exhibit “A”, which is by this reference, incorporated herein; and,

WHEREAS, the Corporate Authorities of the Village have recognized the need to allow the proposed changes to the Zoning Ordinance, and after careful study and consideration have developed this Ordinance to accomplish these objectives; and,

WHEREAS, the Corporate Authorities of the Village have determined that the proposed text amendments, as hereinafter set forth, will serve these substantial governmental and community interests.

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

SECTION ONE: That Title 9, Chapter 6, Subsection 9-6-1(B) entitled “Business Establishments” of the Zoning Ordinance, as amended, is hereby further amended to read as follows:

(B) Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall

be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building with the following exceptions: off street automobile parking, off street loading, open sales lots, drive-in facilities, outdoor activities authorized by Section 9-12-10 of the Willowbrook Code in districts where they are permitted, and, subject to the six (6) conditions listed below, the display of merchandise wherein the principal use of the premises is an automobile service station. Goods sold shall consist primarily of new merchandise, except for antique shops.

Permitted outdoor merchandise displays and sales at premises where the principal use is an automobile service station are subject to the following conditions:

1. The sum of all merchandise display areas shall be no larger than one hundred square feet (100 SF) in size unless an exception to this provision has been granted by the Village Administrator or his/her designee.
2. All outdoor displays shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.
3. Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.
4. Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.
5. At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.
6. No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.

SECTION TWO: The remaining provisions of Section 9-6-1 shall remain in full force and effect and unamended by this Ordinance.

SECTION THREE: That Title 9, Chapter 12, Section 9-12-10 entitled "Temporary Uses" of the Zoning Ordinance, as amended, is hereby further amended to read as follows:

There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet, or wherein the principal use is a drug store, and the business maintains a minimum gross floor area of thirteen thousand five hundred (13,500) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year. Any outdoor display(s) of merchandise at drugstores that maintain a minimum floor area of thirteen thousand five hundred (13,500) square feet shall comply with the following six (6) conditions:

1. The sum of all merchandise display areas shall be no larger than one hundred square feet (100 SF) in size unless an exception to this provision has been granted by the Village Administrator or his/her designee.
2. All outdoor displays shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.
3. Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.
4. Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.
5. At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.
6. No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the

setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development.

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

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

PASSED and APPROVED this 11th day of January, 2021 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk

EXHIBIT A
PLAN COMMISSION RECOMMENDATION

M E M O R A N D U M

MEMO TO: Frank A. Trilla, Mayor
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: December 14, 2020

SUBJECT: **Zoning Hearing Case 20-10:** Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois. Consideration of a petition for a text amendment to amend Sections 9-6-1(B) and 9-12-10 of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code regarding the outdoor display of merchandise.

At the regular meeting of the Plan Commission held on December 2, 2020, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus and seconded by Walec that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented under Option 2 on pages 3 to 5 of the Staff Report for PC Case Number 20-10, as modified by discussion at the public hearing, to allow the outdoor display of merchandise for automobile service stations by-right, and to allow the outdoor display of merchandise for drugstores with a minimum gross floor area of thirteen thousand five hundred (13,500) square feet as a temporary use permit.

ROLL CALL: AYES: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Remkus, Soukup, and Walec; NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp



Village of Willowbrook

Staff Report to the Village Board

Plan Commission Original Public Hearing Date:	November 4, 2020				
Plan Commission Public Hearing Continuation Date:	December 2, 2020				
Village Board Receive:	December 14, 2020				
Village Board Vote:	January 11, 2021				
Prepared By:	Ann Choi, Planning Consultant				
Case Title:	PC 20-10: Consideration of a petition for a text amendment to amend Sections 9-6-1(B) and 9-12-10 of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code regarding the outdoor display of merchandise.				
Petitioner:	Village of Willowbrook, 835 Midway Drive, Willowbrook IL 60527				
Action Requested by Petitioner:	Consideration and recommendation of the following text amendment:				
Code Sections to be Amended:	Title 9 – Zoning Sections: <table><tr><td>9-6-1(B)</td><td>General Conditions</td></tr><tr><td>9-12-10</td><td>Temporary Uses</td></tr></table>	9-6-1(B)	General Conditions	9-12-10	Temporary Uses
9-6-1(B)	General Conditions				
9-12-10	Temporary Uses				
Documents Attached:	<i>Attachment 1:</i> Comparison of Nearby Municipalities' Ordinances <i>Attachment 2:</i> Village of Willowbrook Current Zoning Ordinance, Sections 9-6-1(B) and 9-12-10 <i>Attachment 3:</i> Village of Willowbrook Proposed Temporary Uses Ordinance (Clean Version) <i>Attachment 4:</i> Public Hearing Notice				

Necessary Action by the Village Board:	Consideration of Attached Ordinance.
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Discussion at the November 4, 2020 Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition at their November 4, 2020 meeting held virtually via Zoom. The following members were in attendance: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Remkus, Soukup and Walec. There were no members of the public that came forward with public comments/questions. The public hearing for PC 20-10 was continued from the November 4, 2020 regular meeting of the Plan Commission to the next regular meeting of the Plan Commission on December 2, 2020 since a consensus was not reached by the members of the Plan Commission. The Plan Commissioners were not able to agree upon how the outdoor display of merchandise should be allowed – either by-right or allowed through a temporary use permit that would have to be applied for annually. Therefore, the Plan Commission agreed to continue the zoning case.

Chairman Kopp was concerned with the Village imposing prohibitions on some business and not others. These prohibitions include the fees required when applying for a temporary use permit for the outdoor display of merchandise. Chairman Kopp acknowledged, however, that allowing outdoor retail displays should come with some restrictions and agreed with the conditions that were presented at the November 4, 2020 meeting (and repeated on **pages 4 and 5** of this staff report). Commissioner Kaucky supported the idea of allowing outdoor retail displays by-right to remain competitive with surrounding communities such as Darien without the requirement of annual permit fees or inspections. Commissioner Remkus agreed and held forth that there was too already much bureaucracy and approvals required for existing businesses.

Roy Giuntoli, the Village's Building Official, explained that the role of the building department is to promote safety and accessibility, and that the building department strives to be proactive rather than reactive. Requiring businesses to apply for a temporary use permit to display merchandise would allow him to review a submitted plan, approve the plan, and inspect the display after it has been installed. Building Official Giuntoli also wanted to avoid receiving complaints of injuries to customers/passersby (if allowed by-right) by improperly installed displays. Building Official Giuntoli further explained that the estimated \$300-\$400 annual temporary permit fee was a worst-case scenario cost in cases where business owners submit a sub-standard plan that would require significant staff time to review and multiple back and forth correspondence with the applicant, or if installations failed to comply with the proposed conditions and would require several reinspections. In response to Chairman Kopp's original question, Building Official Giuntoli noted that retail businesses in planned unit developments do not need to pay for an annual temporary use permit fee, because the fee for a planned unit development is well in excess of the estimated \$300-\$400 a year.

Chairman Kopp posed to the Plan Commission the following questions:

1. Should the Village allow the outdoor display of merchandise at gas stations and drugstores with the approval of the Village Administrator or his/her designee with the proposed restrictions as an annual temporary use permit, or
2. Should the Village allow the outdoor display of merchandise at gas stations and drugstores with the proposed restrictions by-right?

Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Remkus and Walec all agreed that outdoor retail displays should be permitted by-right with restrictions. Chairman Kopp, seconded by Commissioner Remkus, made the motion to continue the public hearing to the December 2, 2020 date at the same location and asked planning staff to look at alternatives.

Planning staff presents options in the following section.



Proposed Amendments:

New language is highlighted in the red and is underlined. Language to be eliminated is indicated with a ~~strikethrough~~.

Option 1 (Staff Recommendation):

Allow the outdoor display of merchandise at automobile service stations and drugstores through a temporary use permit as presented in the staff report dated November 4, 2020 (or as relisted on pages 14 to 16 of this staff report). Annual permit fees range anywhere from \$300-\$400 but after the first year, the annual fee can be significantly reduced, especially when the permit submittal becomes more streamlined.

Option 2:

Amend Section 9-6-1(B) to allow the outdoor display of merchandise for automobile service stations with several restrictions by-right. Amend Section 9-12-10 to allow the outdoor display of merchandise for drugstores with a minimum gross floor area of 13,500 square feet with several restrictions through a temporary use permit. Planning staff recommends that drugstores should still be required to apply for a temporary use permit annually like grocery stores.

9-6-1: GENERAL CONDITIONS:

(B) Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, ~~except for~~ with the following exceptions: off street automobile parking, off street loading, open sales lots, drive-in facilities, ~~and~~ outdoor activities authorized by Section 9-12-10 of the Willowbrook Code in districts where they are permitted, and the display of merchandise wherein the principal use is an automobile service station, subject to the conditions listed in Section 9-6-1(B)1 below. Goods sold shall consist primarily of new merchandise, except for antique shops. (Ord. 77-O-14, 3-31-1977)

1. The outdoor display of merchandise as provided for in Section 9-12-10(A) and shall be subject to the following conditions:

- (a) Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size.
- (b) All outdoor displays and/or attractions shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.
- (c) Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.
- (d) Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.
- (e) At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.
- (f) No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.



9-12-10: TEMPORARY USES:

(A) There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet, or wherein the principal use is a drug store, and the business maintains a gross floor area in excess of thirteen thousand five hundred (13,500) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year. All outdoor displays shall be subject to the conditions listed in Section 9-12-10(B).

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.



Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development.

(B) The outdoor display of merchandise by businesses wherein the principal use is a drugstore, and the drugstore maintains a minimum gross floor area of 13,500 square feet, is permitted as provided for in Section 9-12-10(A) and shall be subject to the following conditions:

- 1. All outdoor displays and/or attractions shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.**
- 2. Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.**
- 3. Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.**
- 4. At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.**
- 5. No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.**

Option 3 (Not Recommended – A New Public Hearing Will Need to be Scheduled):

Amend Sections 9-6-1(B), 9-12-2 and 9-12-4 to allow the outdoor display or merchandise for automobile service stations as an accessory use. Amend Section 9-12-10 to allow the outdoor display of merchandise for drugstores with a minimum gross floor area of 13,500 square feet with several restrictions through a temporary use permit. Planning staff recommends that drugstores should still be required to apply for a temporary use permit annually like grocery stores. **Please note that if the Plan Commission recommends this option, the public hearing will need to be scheduled to a future date to re-notice the hearing to include all code sections to be amended.**

9-6-1: GENERAL CONDITIONS:

(B) Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, except for off street automobile parking, off street loading, open sales lots, drive-in facilities and outdoor activities authorized by Sections **9-12-2, 9-12-4 and** 9-12-10 of the Willowbrook Code in districts where they are permitted. Goods sold shall consist primarily of new merchandise, except for antique shops. (Ord. 77-O-14, 3-31-1977)

9-12-2: PERMITTED ACCESSORY BUILDINGS, STRUCTURES AND USES:

In each district there may be established those uses which are accessory (as defined in chapter 2 of this title) to the permitted and special uses listed in the district regulations. Without limiting the foregoing, any of the following buildings, structures or uses are specifically permitted as accessory uses and therefore shall also be permitted obstructions in required yards, and open courts, as specified herein. Under no circumstances shall



any permitted accessory structures be allowed on an easement or nearer than five feet (5') to the property line, except for fences, landscape plantings and walks as specifically regulated hereinafter.

The following accessory buildings, structures and uses are permitted and may be obstructions in yards and courts as stipulated hereinafter. (Ord. 97-O-05, 1-27-1997)

Note:

- "X" - Denotes permitted obstruction in yard or court
- "-" - Denotes prohibited obstruction in yard or court
- "F" - Denotes in front yards and exterior side yards adjoining a street
- "S" - Denotes in interior side yards
- "R" - Denotes in rear yards
- "C" - Denotes in open court yards

Permitted Use/Obstruction	Permitted Encroachment	F	S	R	C
Air conditioning units:					
(A) Window units	1-1/2'	-	X	X	X
(B) Central air condensing units	4'	-	-	X	X
Antenna, shortwave radio, transmitting and receiving, citizen band radio, transmitting and receiving, broadcast band radio, receiving	Subject to bulk and setback regulations set forth in section 9-3-15 of this title	-	-	X	-
Antenna, television, receiving	Within 15' of lot line, not more than 2 antennae on any 1 structure	-	-	X	-
Arbors/trellises (maximum 8' height/width)	2'	X	X	X	X
Architectural entry monuments	Within 10' of lot line	X	X	X	X
Awning/canopies/marquees:					
(A) Residential	3' (1-1/2' within interior side yard)	X	X	X	X
(B) Non-residential	1/3 district yard standard	X	X	X	X
Balconies	4'	X	-	X	X
Barbecue stoves (permanent)	Within 10' of lot line	-	-	X	X
Bath houses/saunas/hot tubs	Per bulk standards	-	-	X	X
Bay windows	2'	X	X	X	X
Carports (attached)	Per bulk standards	-	X	X	X
Children's recreational equipment/playhouses	Per bulk standards	-	X	X	X
Compost bins (maximum size 100 cu. ft./5' high)	Within 10' of lot line/20' from principal structure on adjacent property	-	-	X	-
Decks/terraces/patios (maximum height 4' within a required yard/all open to sky)	Within 10' of lot line	-	X	X	X
Driveways	Within 5' of lot line or as specifically required hereunder	X	X	X	X
Eaves/gutters/downspouts	3'	X	X	X	X
Fallout shelters (completely underground)	Within 10' of lot line	-	-	X	X
Fences/walls	As specifically regulated hereinafter	X	X	X	X
Fire escapes	5'	-	-	X	X
Fireplaces/chimneys (attached to principal building)	2'	X	X	X	X



Permitted Use/Obstruction	Permitted Encroachment	F	S	R	C
Flag poles (maximum 3 poles/lot)	Per bulk standards	X	X	X	X
Garages (private):					
(A) Attached	District yard standards	-	-	X	X
(B) Detached	Per bulk standards	-	X	X	X
Greenhouses (maximum size the greater of 125 sq. ft. or 1% lot area)	Per bulk standards	-	-	X	-
Landscape plantings	Anywhere on lot except a maximum of 18" above curb level or edge of pavement if there is no curb within 15' of the lot corner formed by the intersection of 2 right-of-way lines	X	X	X	X
Laundry drying equipment (non- mechanical)	Within 5' of lot line	-	-	X	-
Lawn ornaments/furniture/ornamental/lighting/statuary	Within 5' of lot line	X	X	X	X
<u>Outdoor display of merchandise in conjunction with an automobile service station</u>	<u>As specifically regulated hereinafter</u>	-	-	-	-
Parking/loading	As specifically regulated in this title	-	X	X	X
Porches (maximum height 4' within a required yard/all open to sky)	Within 10' of lot line	-	X	X	X
Refuse bins (maximum size the greater of 125 sq. ft. or 1% lot area)	Within 10' of lot line and 20' from principal structure on adjacent property	-	-	X	-
Satellite earth stations:					
(A) Commercial/industrial	As specifically regulated hereinafter	-	X	X	X
(B) Non-commercial/industrial		-	-	X	-
Screened houses (maximum size 100 sq. ft.)	Per bulk standards	-	-	X	X
Signs	As specifically regulated in this title	X	X	X	X
Sills/cornices, break courses and ornamental features of the principal building	1'	X	X	X	X
Steps/stoops (maximum height 4'/10' into yard)	4' (3' within interior side yard)	X	X	X	X
Storage sheds (maximum size the greater of 125 sq. ft. or 1% lot area)	Per bulk standards	-	-	X	-
Swimming pools/equipment	Per bulk standards	-	-	X	-
Vegetable gardens	Within 5' of lot line	-	-	X	-
Walks	Anywhere on lot	X	X	X	X

(Ord. 97-O-05, 1-27-1997; amd. Ord. 19-O-18, 8-12-2019)

9-12-4: BULK REGULATIONS:

- (A) When an accessory use building is structurally attached to the principal building, it is subject to and must conform to all regulations of this title applicable to the principal building. (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)



- (B) No detached accessory building shall be located closer to a principal building than ten feet (10'). Further, a detached accessory building shall be located at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 97-O-05, 1-27-1997)
- (C) All detached accessory structures shall not exceed fifteen feet (15') in height except:
1. The height of signs shall be regulated by chapter 11 of this title.
 2. The height of any flagpole shall not exceed thirty feet (30'). The length of the flag shall not exceed one-third (1/3) of the height of the flagpole to which it is attached.
 3. The height of detached canopies shall not exceed eighteen feet (18') with a minimum clearance above grade of fourteen feet (14').
 4. The height of antenna for use in shortwave radio, transmitting and receiving, citizen band radio, transmitting and receiving, broadcast band radio, receiving shall be regulated by section 9-3-15 of this title. (Ord. 19-O-18, 8-12-2019)
- (D) Except as otherwise provided by this title, all accessory structures and uses shall conform to the district regulations of the district in which they are located, with the following exceptions: (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
1. Appurtenant Structures:
 - (a) The total area of all structures either attached or detached from the principal structure that are used as a private garage shall not exceed the following capacity:
 - (1) For single-family detached dwellings, eight hundred (800) square feet per dwelling unit, or thirty five percent (35%) of the foundation area of the habitable portion of the principal structure, whichever is greater.
 - (2) For single-family attached dwellings and multiple-family dwellings, five hundred (500) square feet per dwelling unit.
 - (3) The minimum foundation area for any garage shall be two hundred forty (240) square feet. (Ord. 01-O-13, 5-14-2001)
 - (b) Detached garages shall be located to the rear of the rear line of the principal structure and shall be a distance of five feet (5') from any interior side lot line and a distance of at least ten feet (10') from the rear lot line. Detached garages shall not be permitted in the exterior side yard in any district. All detached garages shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may not be roofed or enclosed. (Ord. 90-O-42, 11-26-1990; amd. Ord. 97-O-05, 1-27-1997)
 - (c) Greenhouses, sheds, or other buildings for storage purposes incidental to permitted uses shall have a floor area not exceeding one hundred twenty five (125) square feet in area, or one percent (1%) of the area of the lot on which said structure is located, whichever is greater. Greenhouses, sheds, or buildings for storage purposes shall be located to the rear of the rear line of the principal structure on any lot and located a distance of at least five feet (5') from any interior side lot line, and at least ten feet (10') from the rear lot line. Greenhouses and storage sheds shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may be roofed, but not enclosed. (Ord. 87-O-46, 11-9-1987)
 - (d) Swimming pool decks, swimming pool mechanical equipment, children's playhouses, private swimming pools, hot tubs, saunas, screened houses and bathhouses shall be located a distance of at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 88-O-9, 4-25-1988)
 - (e) Children's recreational equipment may be located anywhere except in a required front yard. (Ord. 97-O-05, 1-27-1997)



- (f) Not more than three (3) flagpoles may be constructed and maintained on a zoning lot. Flagpoles may be located anywhere on the lot provided that they shall be a distance of at least ten feet (10') from the nearest lot line. (Ord. 90-O-42, 11-26-1990)
- (g) Nonmechanical laundry drying equipment may be located in the rear yard provided that it shall be a distance of at least five feet (5') from the nearest lot line.
- (h) Open terraces, porches, patios and decks may be located in the required interior side yard or rear yard provided that they shall not exceed four feet (4') in height above the adjoining grade, and shall be located a distance of at least ten feet (10') from any lot line.
- (i) Arbors, trellises and chimneys may project into any required yard not more than twenty four inches (24") for a linear distance not greater than eight feet (8').
- (j) Bay windows and wing walls may project not more than twenty four inches (24") into any required yard.
- (k) Eaves, gutters and permanent downspouts may project not more than three feet (3') into a required front, rear or side yard. (Ord. 97-O-05, 1-27-1997)
- (l) On corner lots, no obstructions of any kind, including vegetation higher than eighteen inches (18") above curb level or edge of pavement, if there is no curb, shall be located in any portion of a yard situated within fifteen feet (15') of the lot corner formed by the intersection of the two (2) street right-of-way lines. (Ord. 84-O-57, 10-22-1984)
- (m) Compost bins no larger than one hundred (100) cubic feet and no taller than five feet (5'), designed to hold compostable materials in such a way as to not allow material to be windblown, shall be located in the rear yard on any lot at least ten feet (10') from any lot line. In no event shall a compost bin be located closer than twenty feet (20') to a principal structure on an adjacent property. (Ord. 90-O-42, 11-26-1990)

2. Fences And Walls: Fences and walls are permitted subject to the following conditions:

- (a) Fences not greater than three feet (3') in height and at least eighty percent (80%) open may be located anywhere on a lot.
- (b) Fences not greater than five feet (5') in height and at least fifty percent (50%) open may be located anywhere on a lot, except in a required front or exterior side yard.
- (c) Fences not greater than six feet (6') in height may be located anywhere on a lot except within a required front, exterior side, interior side or rear yard. (Ord. 97-O-05, 1-27-1997)
- (d) Fences not greater than four feet (4') in height and at least fifty percent (50%) open may be located anywhere on a lot except in a required front yard, or a required exterior side yard where such exterior side yard abuts the front yard of an adjoining lot. Where an exterior side yard abuts the front yard of an adjoining lot and the subject lot is located along a street listed in subsections (D)2(f)(1) through (D)2(f)(5) of this section, a five feet (5') in height and at least fifty percent (50%) open fence may be allowed in the exterior side yard of that subject lot. Notwithstanding any provision hereinafter to the contrary, no such fence shall be located within fifty feet (50') of the lot corner formed by the intersection of any two (2) street right-of-way lines. (Ord. 16-O-42, 9-12-2016)
- (e) Notwithstanding the provisions contained in subsections (D)2(a), (D)2(b), (D)2(c) and (D)2(d) of this section, an open or solid fence not greater than eight feet (8') in height may be located to within a minimum of ten feet (10') from a rear or interior side lot line where such lot line represents the boundary between a nonresidential district and a residential district. Any such fence shall be buffered with berming and/or evergreens so that not more than fifty percent (50%) of the surface area of such fence shall be visible from the adjoining district. (Ord. 97-O-05, 1-27-1997)
- (f) Notwithstanding the provisions contained in subsections (D)2(a) through (D)2(d) of this section, an open or solid fence not greater than six feet (6') in height may be located on an exterior



side or rear lot line of a residentially zoned lot where such lot line(s) are conterminous with the right-of-way lines of the following streets:

- (1) Illinois Route 83 (Robert Kingery Highway).
- (2) Plainfield Road.
- (3) 63rd Street.
- (4) 75th Street.
- (5) Madison Street. (Ord. 13-O-26, 7-8-2013)

(g) Notwithstanding the provisions contained in subsections (D)2(a) through (D)2(d) of this section, a fence not greater than eight feet (8') in height may be located anywhere on a lot in the M-1 Light Manufacturing District, the B-4 Highway and Service Business District, or the L-O-R Limited Office and Research District, except that no fence greater than three feet (3') in height may be located in a required front or exterior side yard without site plan approval by the Plan Commission.

Any such fence greater than four and one-half feet (4 1/2') in height located within forty feet (40') of any residential district boundary (exclusive of ROW) shall be buffered with berming and/or evergreens so that no more than fifty percent (50%) of the surface area of such fence shall be visible from said adjoining residential district.

(h) An additional one foot (1') high extension of barbed wire fencing may be affixed to the top of any fence located within the M-1 Light Manufacturing District, B-4 Highway and Service Business District or L-O-R Limited Office and Research District which is not less than seven feet (7') in height, provided, that in no event shall the total height of such fence, including any barbed wire exceed eight feet (8') in height, and further provided, that barbed wire fencing is prohibited in any yard adjoining a residential district. Except as otherwise provided herein, barbed wire fencing shall be prohibited in any district within the Village. (Ord. 97-O-05, 1-27-1997)

(i) Notwithstanding the provisions contained in subsections (D)2(a) through (D)2(d) of this section, a fence not greater than six feet (6') in height and at least eighty percent (80%) open may be located anywhere on a lot whereupon the principal use is institutional, provided that such fence shall utilize a decorative design, such as wrought iron. (Ord. 99-O-10, 5-24-1999)

(j) All pools having side walls less than four feet (4') above grade, including all pools constructed below grade, shall be required to be completely enclosed by a fence. All fence openings or points of entry into pool area enclosures shall be equipped with gates. The fence and gates shall be no less than four feet (4') in height above the grade level and shall be constructed of a minimum 9-gauge, woven mesh, corrosion resistant material or solid vertical or nonsolid decay resistant material, so constructed that it will protect persons, children or animals from danger or harm by entering the swimming pool area. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate. Fence posts shall be decay or corrosion resistant and shall be set in concrete bases. All such fences required pursuant to this chapter shall further comply with all other provisions of this subsection (D).

(k) Heights of all fences shall be measured from the grade immediately adjoining such fence at all points along said fence.

(l) All fence posts and support framework shall face the interior of the property upon which such fence is located. All fence materials shall be erected such that the finished side faces adjoining properties.

(m) All fences totally enclosing a yard shall have a minimum of one gate allowing ingress/egress.

(n) Walls not greater than six feet (6') in height may be located anywhere on a lot, except within a required front, exterior side, interior side, or rear yard. Walls shall be intermittently landscaped with appropriately sized plant material to provide an aesthetically pleasing effect and interrupt long monotonous expanses.



(o) The owner of every fence constructed within the Village shall cause said fence(s) to be maintained in a safe, presentable, neat, attractive and sound structural condition at all times, including the replacement of defective parts or pickets, repainting, cleaning and other acts required for the maintenance of said fence. (Ord. 97-O-05, 1-27-1997)

(p) In no case shall any fence or wall be located on public right-of-way. (Ord. 99-O-10, 5-24-1999)

3. Outdoor Display of Merchandise: The outdoor display of merchandise in conjunction with an automobile service station is permitted subject to the following conditions:

(a) Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size.

(b) All outdoor displays and/or attractions shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.

(c) Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.

(d) Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.

(e) At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.

(f) No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.

(E) All satellite earth stations shall be subject to the following regulations, in order to reduce such dangers to the public as the collapse or toppling of such stations and electrical fires or outages, and to minimize the negative visual impact thereof:

1. (a) Only one satellite earth station shall be permitted on any lot. (Ord. 97-O-05, 1-27-1997)

(b) Satellite earth stations, the reflector element of which is larger than two meters (2 m) (6.56') in diameter when located in a commercial or industrial district, or larger than one meter (1 m) (3.28') in diameter when located in a noncommercial, nonindustrial district, shall not be mounted on or attached to any principal or accessory building, unless the applicant can demonstrate to the satisfaction of the Director of Municipal Services that such location is physically necessary to allow reception of satellite delivered signals.

(c) Satellite earth stations shall not be permitted in any required front yard or exterior side yard in any commercial or industrial district, or in any required front yard, side yard or open court in any noncommercial, nonindustrial district, and shall not be located closer than ten feet (10') to the rear lot line in any district, unless the applicant can demonstrate to the satisfaction of the Director of Municipal Services that such location is physically necessary to allow reception of satellite delivered signals.

(d) No freestanding satellite earth station shall exceed a total height of fifteen feet (15') above adjacent grade level, and no satellite earth station structurally attached to a principal structure shall exceed a total height of six feet (6') above the building height, both as measured to the highest point of such satellite earth station, unless the applicant can demonstrate to the satisfaction of the Director of Municipal Services that more height is physically necessary in order to permit reception of signals; in such case, the satellite earth station cannot exceed the minimum height necessary to receive signals. No satellite earth station shall be structurally attached to another accessory structure, unless the applicant can demonstrate to the satisfaction of the Director of Municipal Services that such attachment is physically necessary to permit the reception of signals; in such case, the satellite earth station cannot exceed the minimum height necessary to receive signals.



(e) The reflector element of any satellite earth station shall not exceed a diameter of two meters (2 m) (6.56'), unless the applicant can demonstrate to the satisfaction of the Director of Municipal Services that a larger diameter is physically necessary in order to permit reception of signals; in such case, the diameter of the reflector element shall not exceed the minimum necessary to receive signals. (Ord. 97-O-05, 1-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(f) No advertising, logos, symbols, lettering or numbering shall be permitted on any satellite earth station.

(g) Every satellite earth station shall be designed and constructed to withstand a minimum wind impact pressure of thirty (30) pounds per square foot.

(h) All satellite earth stations shall be constructed of approved materials and shall comply with the requirements of the Village Building Code and any amendments thereto.

(i) All satellite earth stations shall comply with the requirements of the Village Electrical Code and any amendments thereto.

(j) Every satellite earth station, the reflector element of which is larger than two meters (2 m) (6.56') in diameter when located in a commercial or industrial district, or larger than one meter (1 m) (3.28') in diameter when located in a noncommercial, nonindustrial district, shall be landscaped and/or screened by a well maintained wall, fence, densely planted compact hedge, or berm and hedge, to a minimum height equal to the height of the satellite earth station, so that said satellite earth station shall not be visible from any adjoining lot or street. Such landscaping, screening, walls or fences shall comply with all applicable bulk regulations.

2. A building permit shall be obtained prior to the installation of any satellite earth station. Applications for a permit to install a satellite earth station shall include, in addition to any requirements contained in the Village Building Code and the Village Electrical Code, the following documents:

(a) A spotted survey of the lot upon which the satellite earth station is to be constructed, showing thereon the proposed location (dimensionalized) of the satellite earth station.

(b) Plans and specifications for the installation, including elevation, dish configuration, mounting, foundation, and any motorization, fencing, etc.

(c) Landscape plan for completely screening the installation, if such screening is required by subsection 9-12-4(E)1(j) of this section. (Ord. 97-O-05, 1-27-1997)

The following section is the staff report that was presented at the November 4, 2020 meeting of the Plan Commission and has been restated for reference.

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History & Discussion of Request

Recently, the Village of Willowbrook ("Village") was approached by a local automobile service station owner interested in utilizing existing outdoor areas for the display of merchandise. Willowbrook is currently home to six existing automobile service stations:

1. Willowbrook Citgo (6900 Kingery Highway)
2. BP (6949 Kingery Highway)
3. Shell Gas (7000 S. Kingery Highway)
4. Shell Gas (7505 S. Kingery Highway)
5. Mobil Gas/Bucky's Express (7675 Kingery Highway)
6. Mobil Gas/7-11 (535 Joliet Road)

The Village has prohibited the outdoor display of merchandise at service stations to prevent these businesses from having large unattractive displays, the intention likely being that Willowbrook would become another Hinsdale back in the day. Over the years, the fuel industry has changed dramatically as service stations were replaced or complemented by and/or with convenience stores. The perception of the industry has changed as well, and gas stations are now expected to sell a much broader variety of items such as windshield washer fluid, anti-freeze, melting salt, oil products, gas drying agents, propane, firewood, and mulch.

This petition is to consider a text amendment to allow the "outdoor display of merchandise" as a temporary use in the business districts. As a temporary use permit, gas stations would need to reapply annually (calendar year) with the building department. The Village's building department currently charges approximately anywhere between \$300 to \$400 for an annual temporary use permit which includes a plan review and a final building inspection.

An alternative option to allowing the "outdoor display of merchandise" as a temporary use in the business districts is to allow the outdoor display of merchandise by-right without requiring local gas station owners to apply for a temporary use permit, as is permitted in the nearby community of Darien. A disadvantage of allowing the outdoor display of merchandise by-right is that the Village would have little control over the amount of merchandise displayed, the displays' locations on the site, and the height of the displays, which raises various safety and aesthetic concerns. A few images have been provided below to illustrate examples of excessive displays. Planning staff does not recommend this option as these concerns would not be addressed unless complaints were filed with the building department.





Allowing outdoor display areas to showcase merchandise could help increase the economic viability of the businesses. Revisions to Section 9-12-10 (Temporary Uses) would establish standards for outdoor display and sales of goods in the business districts. Outdoor display and sales would be limited to a maximum of one hundred square feet (100 SF).

Many of the current zoning regulations applicable to outdoor displays and sales areas focus on large grocery stores or uses such as outdoor garden supply sales or attractions and are not effective at addressing these smaller commercial locations. The Village current permits the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet. The proposed text amendment also proposes to allow the outdoor display of goods at drugstores (such as Walgreen's) with a minimum floor area of fourteen thousand five hundred square feet (13,500 SF).

Proposed Text Amendments

The following sections are to be amended. New language is highlighted in the red and is underlined. Language to be eliminated is indicated with a ~~strikethrough~~.

9-12-10: TEMPORARY USES:

- (A) There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.



In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet, or wherein the principal use is a drug store, and the business maintains a gross floor area in excess of thirteen thousand five hundred (13,500) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year. All outdoor displays shall be subject to the conditions listed in Section 9-12-10(B).

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise by businesses wherein the principal use is automobile service station. Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size. All outdoor displays shall be subject to the conditions listed in Section 9-12-10(B).

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development.

(B) The outdoor display of merchandise is permitted as provided for in Section 9-12-10(A) and shall be subject to the following conditions:

1. All outdoor displays and/or attractions shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.
2. Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.



3. Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.
4. At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.
5. No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.

Staff Recommendation

Staff supports the proposed text amendment to allow the outdoor display of merchandise at automobile service stations and drugstores with a minimum gross floor area of 13,500 square feet through a temporary use permit. The Village would have more oversight as to the location of these displays, the height, the maximum area they would occupy, the minimum width of walks, etc., and can guarantee a level of safety that could be not guaranteed if these displays were allowed by-right.

Discussion at the December 2, 2020 Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition at their November 4, 2020 meeting and this public hearing was continued to December 2, 2020 as a definitive consensus was not reached by the members of the Plan Commission. Most of the commissioners expressed support for allowing the outdoor display of merchandise at gas station and drugstores by-right with restrictions, and planning staff was instructed to look at alternatives to achieve this. The Plan Commission continued the public hearing on this petition to their December 2, 2020 meeting. The following members were in attendance: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucky, Soukup, Remkus and Walec. There were no members of the public that came forward with public comments/questions.

Planning staff presented three options. Option 1 was already presented at the November 4, 2020 hearing and this option would allow the outdoor display of merchandise at gas stations and drugstores through a temporary use permit. To recap, this temporary use permit would require an annual application with a maximum fee of \$300 to \$400 with subsequent years potentially costing significantly less once a streamlined process was established. Nearby communities of Downers Grove and Hinsdale follow this model.

Option 2 would allow the outdoor display of merchandise at gas stations with several restriction by-right by amending section 9-6-1(B), but would allow these displays at drugstores with a minimum gross floor area of 13,500 square feet with several restrictions through a temporary use permit. Planning staff recommends that drugstores should still be required to apply for a temporary use permit annually since grocery stores that are not part of a PUD are required to do so.

Option 3 would amend Sections 9-6-1(B), 9-12-2 and 9-12-4 to allow the outdoor display of merchandise at gas stations as an accessory use, and the outdoor displays of merchandise at drugstores through a temporary use permit for reasons stated above. In addition to permitted and special uses, the Village allows certain accessory uses and defines generally the types of accessory uses which will be allowed. Outdoor retail displays as accessory uses would be regulated similarly to the way fences are regulated in that the zoning code lists conditions for fences to regulate height, openness, and allowable locations. Conditions for the outdoor retail displays would regulate the maximum area of the display, the height, where it can be located, the minimum required width of the sidewalk, etc. However, treating outdoor retail displays as an accessory use, would not require a permit. Fences as an accessory use are required to obtain a permit through the building department. Planning staff did not recommend this option since a public hearing would need to be



rescheduled to a future date to and prepare a new hearing notice that includes all code sections to be amended. Sections 9-12-2 and 9-12-4 were not listed in the original hearing notice.



Discussion

Commissioners Kaucky and Remkus both agreed that the 100 square foot maximum allowable area for these displays was too restricting and thought this should be increased but did not offer what this area could be. Commissioner Kaucky also thought that the wording regulating the maximum area was confusing and should be clarified to allow multiple displays. Vice Chairman Wagner expressed support for a 100 square foot maximum and referenced the images in the staff report that illustrated examples of excessive displays. Commissioner Walec suggested that adding an exception that could be granted by the Village administrator or his/her designee could offer some flexibility.

Chairman Kopp personally thought a drugstore with a minimum floor area of 13,500 square feet would likely be a national chain and that this drugstore would be more concerned about their exterior appearance than the Village of Willowbrook. Chairman Kopp was inclined to allow outdoor displays of merchandise at drugstores by-right but if drugstores are not currently requesting this by-right, this should be addressed to a later date if/when a drugstore submits an application for a text amendment.

Chairman Kopp was in favor of allowing the outdoor display of merchandise at automobile service stations by-right and supported Commissioner Walec's suggestion about the maximum area requirement. Chairman Kopp also supported staff's recommendation to allow the outdoor display of merchandise at drugstores with a minimum gross floor area of 13,500 square feet through a temporary use permit. The following modifications were made:

Modify the wording that references the maximum area of 100 square feet to incorporate some more flexibility if needed:

"Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size."

"The sum of all merchandise display areas shall be no larger than one hundred square feet (100 SF) in size unless an exception to this provision has been granted by the Village Administrator or his/her designee."

Motion

The following sample motions were provided in the staff report for the Plan Commission:

Option 1

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented under Option 1 on pages 14 to 16 of the Staff Report for PC Case Number 20-10 to allow the outdoor display of merchandise for automobile service stations and drugstores with a minimum a gross floor area of thirteen thousand five hundred (13,500) square feet as a temporary use permit.

Option 2

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented under Option 2 on pages 3 to 5 of the Staff Report for PC Case Number 20-10 to allow the outdoor display of merchandise for automobile service stations by-right, and to allow the outdoor display of merchandise for drugstores with a minimum gross floor area of thirteen thousand five hundred (13,500) square feet as a temporary use permit.



Option 3

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to schedule a new public hearing to consider a petition to allow the outdoor display of merchandise for automobile service stations and drugstores by-right as an accessory use or through a temporary use permit.

The following motion made by Remkus was seconded by Walec and approved unanimous 7-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented under Option 2 on pages 3 to 5 of the Staff Report for PC Case Number 20-10, as modified by discussion at the public hearing, to allow the outdoor display of merchandise for automobile service stations by-right, and to allow the outdoor display of merchandise for drugstores with a minimum gross floor area of thirteen thousand five hundred (13,500) square feet as a temporary use permit.



Attachment 1
Comparison of Nearby Municipalities' Ordinances
(1 page)

Attachment 1: Comparison of Nearby Communities

Municipality	How Outdoor Displays are Permitted	Rules and Regulations
BURR RIDGE Pop: 10,559	Special Use Permit	Outdoor activities listed as special uses, such as outdoor dining areas, drive through windows, and outdoor displays of merchandise, may be approved by the Board of Trustees upon recommendation from the Plan Commission.
CLARENDON HILLS Pop: 8,500	Retail goods establishments, heavy retail, rental, and service, and vehicle dealerships are permitted to have accessory outdoor sales and display of merchandise.	The Zoning Administrator can also render an interpretation that a use not listed in this section would typically have outdoor sales and display and permit such use to include outdoor sales and display on the site. (1) Outdoor sales and display of goods not offered for sale by the establishment is prohibited. (2) Any outdoor display must be located on the same lot as the principal use. No outdoor display is permitted in the public right-of-way. (3) All outdoor sales and display of vehicles for vehicle dealerships must comply with the parking lot perimeter landscape requirements of Article 11. Outdoor display of vehicles on hydraulic lifts, manufactured ramps, or similar mechanisms is prohibited. (4) No required parking area may be used as outdoor display. The display of merchandise, similar to that within the business, for sale or rent to the public on a sidewalk immediately adjoining the side or front facade of the principal building but not within a required yard, shall be permitted provided that a five foot (5') wide minimum area is clear and free from display or sales.
DARIEN Pop: 21,954	By-right	(1) Outdoor sales and display of goods not offered for sale by the establishment is prohibited. (2) Any outdoor display must be located on the same lot as the principal use. No outdoor display is permitted in the public right-of-way. (3) All outdoor sales and display of vehicles for vehicle dealerships must comply with the parking lot perimeter landscape requirements of Article 11. Outdoor display of vehicles on hydraulic lifts, manufactured ramps, or similar mechanisms is prohibited. (4) No required parking area may be used as outdoor display. The display of merchandise, similar to that within the business, for sale or rent to the public on a sidewalk immediately adjoining the side or front facade of the principal building but not within a required yard, shall be permitted provided that a five foot (5') wide minimum area is clear and free from display or sales.
DOWNERS GROVE Pop: 44,387	Temporary Use Permit in all business districts	Subject to the following conditions: (a) Such outdoor display of merchandise shall be incidental to the primary business and be located only on private property. Except for holiday tree sales, the outdoor display of merchandise shall not be permitted on any vacant or abandoned lots. (b) Merchandise shall meet all principal structure setback requirements of the underlying zoning district except that in the Fairview Concentrated Business District the required setback for the outdoor display of merchandise shall be four (4) feet. (c) Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons. (d) At least five (5) feet of walkway shall be maintained at all times for pedestrian traffic. (e) Those businesses whose gross floor area is fifteen thousand (15,000) square feet or more are allowed to install a seasonal landscape display and sales center per the above requirements provided that the display or sales center: (1) Shall be allowed consecutively from March 15 through November 15. (2) Shall be cleaned as needed to maintain an orderly fashion and kept free of refuse. (f) Outdoor displays within the DB Downtown Business or DC Downtown Core Districts are exempt from Temporary Use permit requirements provided that: that: (1) Such outdoor display shall be incidental to the primary business and be located only on private property. (2) At least five (5) feet of public right-of-way shall be provided and maintained at all times for pedestrian traffic. (3) The displays shall be located at least five (5) feet from any drive aisle, parking space, or point of vehicular access. (4) Merchandise may be displayed only during normal business hours of the owner and must be placed inside at the close of business. (5) Merchandise must be displayed in an area no larger than fifty (50) square feet in size. (6) Outdoor display of vending machines and propane tanks are exempt from Temporary Use permit requirements provided that they are within two (2) feet of the face of the building.
HINSDALE Pop: 16,816	Temporary Use Permit	Requires the prior approval of the Board of Trustees who establishes a limitation on the duration of every temporary use approved. Permanent outdoor displays are prohibited.
LOMBARD Pop: 44,303	Conditional Use Permit in most business districts.	Outside display and sales of products the sale of which is a permitted or conditional use in said district.
WESTMONT Pop: 24,685	Temporary Use Permit in the B-3 district	The outdoor storage or display of goods, vehicles or materials shall be prohibited irrespective of whether or not they may be for sale, except for uses such as: Art or flower displays, golf courses, sidewalk cafes or similar uses intended to be displayed out-of-doors, subject to the issuance of a temporary permit.
WILLOWBROOK Pop: 8,540	Prohibited. Temporary Use Permit allows the following with specific time frames:	(1) Christmas tree sales (45 days starting Nov. 1) (2) Outdoor garden supply sales (March 15 – July 15, not to exceed 120 days) (3) Grocery stores > 30,000 SF (April 1 to December 15) (4) Conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions – 4 special promotions per calendar year for a period not to exceed 10 days for each promotion.



Attachment 2
Village of Willowbrook Current Zoning Ordinance,
Sections 9-6-1(B) and 9-12-10
(2 pages)

Section 9-6-1: GENERAL CONDITIONS:

(B) Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, except for off street automobile parking, off street loading, open sales lots, drive-in facilities and outdoor activities authorized by Section 9-12-10 of the Willowbrook Code in districts where they are permitted. Goods sold shall consist primarily of new merchandise, except for antique shops. (Ord. 77-O-14, 3-31-1977)

Section 9-12-10: TEMPORARY USES:

There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross



floor area in excess of thirty thousand (30,000) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development. (Ord. 77-O-14, 3-31-1977; amd. Ord. 87-O-20, 5-11-1987; Ord. 97-O-05, 1-27-1997; Ord. 05-O-04, 2-28-2005; Ord. 05-O-32, 11-14-2005; Ord. 20-O-31, 7-27-2020)



Attachment 3
Village of Willowbrook Proposed Temporary Uses Ordinance (Clean Version)
(2 pages)

Section 9-12-10: TEMPORARY USES:

- (A) There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet, or wherein the principal use is a drug store, and the business maintains a gross floor area in excess of thirteen thousand five hundred (13,500) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year. All outdoor displays shall be subject to the conditions listed in Section 9-12-10(B).

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or



other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise by businesses wherein the principal use is automobile service station. Merchandise shall also be displayed in an area no larger than one hundred square feet (100 SF) in size. All outdoor displays shall be subject to the conditions listed in Section 9-12-10(B).

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development.

(B) The outdoor display of merchandise is permitted as provided for in Section 9-12-10(A) and shall be subject to the following conditions:

1. All outdoor displays and/or attractions shall be located immediately adjoining the side or front facade of the principal building or underneath a canopy, but not within a required yard.
2. Such outdoor display of merchandise shall be incidental to the primary business and shall be located only on private property.
3. Merchandise shall not be located within required parking spaces or those spaces designated for disabled persons.
4. At least three feet (3') of walkway shall be maintained at all times for pedestrian traffic, and if applicable, as required by the Illinois Accessibility Code.
5. No individual item or stack of items may exceed six feet (6') in height unless an exception to this provision has been granted by the Village Administrator or his/her designee.



Attachment 4
Public Hearing Notice (2 pages)

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 20-10

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 4th of November 2020 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition for a text amendment to amend Sections 9-6-1(B) and 9-12-10 of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code regarding the outdoor display of merchandise.

The applicant for this petition is the Village of Willowbrook, 835 Midway Drive, Willowbrook Illinois 60527.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, Monday through Friday, between 8:30 A.M. and 4:30 P.M.

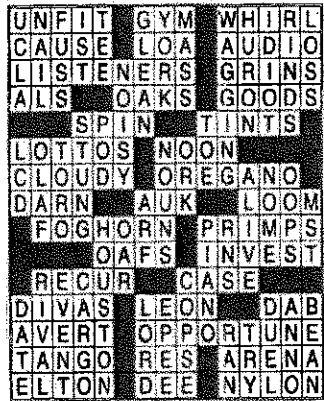
All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on November 4, 2020 to planner@willowbrook.il.us. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst
Village Administrator
(630) 920-2261

Published in the October 19, 2020 edition of *The Chicago Sun Times* newspaper.

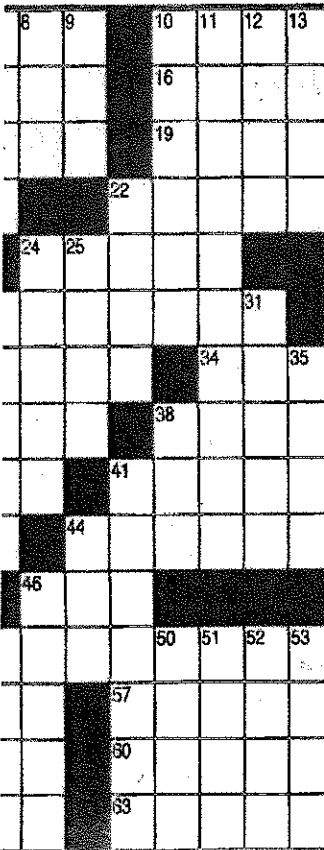
12.321.2345 OSSWORD

PREVIOUS PUZZLE SOLVED



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- 26 Foot parts
- 27 Young raptor
- 28 Like a rookie
- 29 Pod content
- 30 Striped antelope
- 31 Battle tactic
- 33 Swipe
- 35 Advance
- 37 Police raid
- 38 Pamplona cry
- 40 Modern-speed unit
- 41 Without a goal
- 43 By leaps and —
- 44 Indentation
- 46 Floated down the river
- 47 Hurt
- 48 Steak cut
- 49 Game die
- 50 By mouth
- 51 Air France destination
- 52 Apply caulking
- 53 Whirlpool
- 55 To's opposite
- 56 Like valleys



Storage - Legal

Extra Space Storage will hold a public auction to sell personal property belonging to those individuals listed below at the location indicated:

- #1598 1301 S Harlem Ave. Berwyn, IL 60402 (708)776-3606 on October 27 2020 at 10:00 AM Ira Bey 1126.
- #7239 1301 S Cicero Ave. Cicero, IL 60604 (708)328-6313 on October 27 2020 at 11:00 AM Cristian Orozco 2188.
- #0728 707 W Harrison St. Chicago, IL 60607 (312)839-0135 on October 27 2020 at 01:00 PM Rakeisha Merritt 3053; Phil Olson 3056;
- #0731 1255 S Webash Ave. Chicago, IL 60605 (312)254-6096 on October 27 2020 at 02:00 PM Tammie Ford 2183; Kathleen White 4006; Shannon Bonner 4098; Mary Maxine Reed 5018; Osama Alamoudi 6003
- #1610 801 W Harrison St. Chicago, IL 60607 (312)360-1153 on October 27 2020 at 02:30 PM Creig Atkins 103
- #7013 1205 W Jackson Blvd. Chicago, IL 60607 (773)832-7366 on October 27 2020 at 03:00 PM Mikael Thames 4103
- #8433 1242 W Washington Blvd. Chicago, IL 60607 (312)442-2458 on October 27 2020 at 05:00 PM Anton Gratch 110, Cindy Brown 50

The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
10/12, 10/19/2020 #1114918

Public Hearings

Public Hearings

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 20-10

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 4th of November 2020 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition for a text amendment to amend Sections 9-6-1(B) and 9-12-10 of Title 9 - Zoning Title of the Village of the Willowbrook Municipal Code regarding the outdoor display of merchandise.

The applicant for this petition is the Village of Willowbrook, 835 Midway Drive, Willowbrook Illinois 60527.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, Monday through Friday, between 8:30 A.M. and 4:30 P.M.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on November 4, 2020 to planner@willowbrookil.us. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst
Village Administrator
(630) 920-2261

Published in the October 19, 2020 edition of The Chicago Sun Times newspaper.
10/19/2020 #1115490

Public Hearings

Public Hearings

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 20-09

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 4th of November, 2020 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition requesting approval of an Amendment to a Special Use for a Planned Unit Development and Amendment to a Planned Unit Development to allow for major changes under Section 9-13-4(C)(a) including certain relief, exceptions and waivers from Title 9 of the Village Code, on property legally described as follows:

ALL LOTS AND OUTLOTS IN CARRINGTON CLUB SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2016 AS DOCUMENT NO. R2016-104256 (CARRINGTON CLUB SUBDIVISION).

PINs: 09-22-207-025, 09-22-207-026, 09-22-207-027, 09-22-207-028, 09-22-207-029, 09-22-207-030, 09-22-207-031, 09-22-207-032, 09-22-207-033, 09-22-207-034, 09-22-207-035, 09-22-207-036, 09-22-207-037, 09-22-207-038, 09-22-207-039, 09-22-207-040, 09-22-207-041, 09-22-207-042, 09-22-207-043, 09-22-207-044, 09-22-207-045, 09-22-207-046, 09-22-207-047, 09-22-207-048, 09-22-207-049, 09-22-207-050, 09-22-207-051, 09-22-207-052, 09-22-207-053, 09-22-207-054

ADDRESS: 6521 Arabian Circle, 6531 Arabian Circle, 6541 Arabian Circle, 6551 Arabian Circle, 309 Arabian Circle, 315 Arabian Circle, 321 Arabian Circle, 327 Arabian Circle, 333 Arabian Circle, 322 Arabian Circle, 316 Palomino Trail, 323 Palomino Trail, 311 Palomino Trail, 317 Palomino Trail, 323 Palomino Trail, 6550 Arabian Circle, 6540 Arabian Circle, 6530 Arabian Circle, 6520 Arabian Circle, 6510 Arabian Circle, 6500 Arabian Circle, 330 Arabian Circle, 324 Arabian Circle, 318 Arabian Circle, 312 Arabian Circle, 320 Palomino Trail, 314 Palomino Trail, 308 Palomino Trail, 302 Palomino Trail, all in Willowbrook IL 60527, and Outlot in Willowbrook IL 60514.

The applicant for this petition is the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, Monday through Friday, between 8:30 A.M. and 4:30 P.M.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on November 4, 2020 to planner@willowbrookil.us. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst
Village Administrator
(630) 920-2261

Published in the October 19, 2020 edition of The Chicago Sun Times Newspaper.
10/19/2020 #1115371

LEGAL SERVICES

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ESTIMATE

Date	Estimate #
11/13/2020	565-71-316A

Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527

Ship To Public Works Building Willowbrook, IL

Customer Contact	Customer Phone
Garrett Hummel	(630)920-2230

Rep	Project
BL	

Item	Description	Qty	Rate	Total
DELVIRO-AIR FLEX 2-80 SNH200	**Update Public Works Bld **Existing are Qty. 15 400 Watt Metal Halides DELVIRO - AIR FLEX 76W; POLY CARB LENS; SENSOR READY SNH 200; 13,750 LUMENS; 5000K; 6FT CORD; HANGING KIT; DLC 10 YR WARRANTY	15	320.00	4,800.00
ADVANCE-TYPE C LED 2 LAMP	***Retrofit 2L 1X4 T8 fixtures to New LED Drivers with new LED Tubes ADVANCE - TYPE C LED DRIVER 2 LAMP #ICN-2P16-TLED-N	14	19.00	266.00
PHIL-LED 13W 5000 P	PHILIPS - 13W 4FT TLED T8 PLASTIC TUBE; 5000K; 7 YEAR WARRANTY. SKU - 046677473952/ 473958 (DLC) (PRICING REFLECTS A \$4 SUBSIDY FROM THE COM ED "INSTANT DISCOUNTS" ENERGY EFFICIENCY PROGRAM)	28	9.50	266.00
DELVIRO-ZIP8-40-SNS200	***Retrofit 4L 1X8 T8 (99 watts) fixtures to New LED Drivers with new LED Tubes DELVIRO- 8FT ZIPLIGHT LED; 38W; 5,900 LUMENS; 5,000K; SNS200; 10 YEAR WARRANTY DLC	17	270.00	4,590.00
PHILIPS-EVO GEN4 SNS 2X2 4K	***Upgrade 2X2 2L U-Bend T8 (57 WATTS) to new LED Fixtures PHILIPS - 2X2 LED EVO KIT SNS 200; 24W; 3,200 LUMENS; 4000K; OCC SENSOR/DAYLIGHT HARVESTING (DLC)	12	150.00	1,800.00
		Subtotal		
		Sales Tax (0.0%)		
		Total		



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PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

ESTIMATE

Date	Estimate #
11/13/2020	565-71-316A

Village of Willowbrook Police Department/Village Hall 7760 Quincy Street Willowbrook, Illinois 60527

Ship To Public Works Building Willowbrook, IL

Customer Contact	Customer Phone
Garrett Hummel	(630)920-2230

Rep	Project
BL	

Item	Description	Qty	Rate	Total
DELVIRO-ZIP8-80-SNS200	***Retrofit 2L 75W (124 watts) 1X8 Vapor Tight Fixtures DELVIRO- 8FT ZIPLIGHT LED; 75W; 11,260 LUMENS; 5,000K; SNS200; 10 YEAR WARRANTY DLC	6	283.00	1,698.00
LIFT CHARGE	LIFT CHARGE		450.00	450.00
LABOR	LABOR - 1 YEAR WARRANTY1550		2,300.00	2,300.00
COMED REBATE	COMED INCENTIVE (BASED ON APPROVAL) REQUESTED - TWIN SUPPLIES WAITS 4-6 WEEKS FOR THE INCENTIVE CHECK. YOU PAY THE NET COST OF THE PROJECT. NET 10 DAYS.old incentive \$4,479.34 100x17, 6,270, 638.4, 936, 822		-10,366.00	-10,366.00

This estimate is good for 30 days. Thank you for your business!

Subtotal \$5,804.00

Sales Tax (0.0%) \$0.00

Total \$5,804.00



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VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

RESOLUTION NO. 21-R-03 – A Resolution Approving and Authorizing the Mayor to Execute and Authorizing the Village Clerk to Attest to, On Behalf of the Village of Willowbrook, A Three (3) Year Collective Bargaining Agreement Between the Village of Willowbrook and the Illinois FOP Labor Council

AGENDA NO. 13.

AGENDA DATE: 01/11/2021

STAFF REVIEW: Mike Mertens, Assistant Village Admin.

SIGNATURE: *Michael Mertens / mm*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *Tom Bastian / mm*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst / mm*

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, PERTINENT HISTORY)

The Village of Willowbrook and the Illinois FOP Labor Council have concluded contract negotiations and have reached a tentative three (3) year collective bargaining agreement, effective May 1, 2019 and terminating April 30, 2022, providing for wages and other benefits to members of the Union, subject to approval by the Village and Union Membership.

The Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.*), to negotiate and enter into a multi-year collective bargaining agreement. The corporate authorities of the Village of Willowbrook deem it in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The collective bargaining agreement between the Village of Willowbrook and the Illinois FOP Labor Council, a copy of which is attached hereto as Exhibit "A," will be presented in Closed Session prior to this agenda item.

Should there be a consensus on the proposed collective bargaining agreement, the Mayor and the Village Clerk are would be authorized and directed to execute and attest, respectively, to said collective bargaining agreement on behalf of the Village of Willowbrook. The tentative agreement has been approved and executed by the appropriate representatives of the Illinois FOP Labor Council.

ACTION PROPOSED: Pass the Resolution

RESOLUTION NO. 21-R-03

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO
EXECUTE AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON
BEHALF OF THE VILLAGE OF WILLOWBROOK, A THREE (3) YEAR
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE ILLINOIS FOP LABOR COUNCIL**

WHEREAS, the Village of Willowbrook (the “Village”) and the Illinois FOP Labor Council (the “Union”) have concluded contract negotiations and have reached a tentative three (3) year collective bargaining agreement, effective May 1, 2019 and terminating April 30, 2022, providing for wages and other benefits to members of the Union, subject to approval by the Village and Union Membership; and

WHEREAS, the Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.*), to negotiate and enter into a multi-year collective bargaining agreement; and

WHEREAS, the corporate authorities of the Village of Willowbrook deem it in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

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

SECTION 1. That certain collective bargaining agreement between the Village of Willowbrook and the Illinois FOP Labor Council, a copy of which is attached hereto as Exhibit “A,” is hereby approved.

SECTION 2. The Village Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, to said collective bargaining agreement on behalf of

the Village of Willowbrook, subject to the prior approval and execution of said collective bargaining agreement, by the appropriate representatives of the Illinois FOP Labor Council.

PASSED and **APPROVED** this 11th day of January 2021 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

ILLINOIS FOP LABOR COUNCIL

And

VILLAGE OF WILLOWBROOK

Sergeants & Police Officers



May 1, 2019 – April 30, 2022

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Collective Bargaining Labor Agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter also referred to as the "EMPLOYER" or "VILLAGE," and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter also referred to as the "UNION" or "LABOR COUNCIL."

ARTICLE 1 RECOGNITION

Section 1.1 Representative Unit

Pursuant to ILRB Case No. S-UC-(S)-13-001 the Employer recognizes the Union as the sole and exclusive representative for all sworn police officers employed by the Village of Willowbrook in the ranks or titles: Patrol Officer, Sergeant.

Excluded: Chief of Police, Deputy Chief and all supervisory, managerial, and confidential employees. For purposes of this contract, the term "Officer," "Police Officer" or "Covered Member" or such similar reference shall apply to the position of "Sergeant," unless denoted otherwise.

Section 1.2 Dues Check-Off

With respect to any covered member from whom the Employer receives individual written authorization, signed by the covered member, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the covered members the dues and initiation fee required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.3 Indemnification

The Labor Council shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE 2 PROBATIONARY OFFICERS

Officers hired by the Employer shall serve a probationary period of eighteen (18) months. Laterally hired Officers shall serve a twelve (12) month probationary period. Probationary Officers are covered by the terms of this contract; however, the parties recognize that probationary Officers may pursue any remedies which are available to them under law. This Article shall not apply to Sergeants. Time absent from work when no compensation is paid shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, unless otherwise expressly provided. The Village may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to contest such suspension or discharge. As a condition of employment, all new hires shall be required to sign a written

reimbursement agreement with the Village, in which the new patrol officer agrees to reimburse the costs incurred by the Village for training the new patrol officer under the terms and conditions, as clearly set forth in Section 18.16, "Police Officer Reimbursement Obligation."

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Labor Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Police Department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for the services to be offered to the public.
4. To direct covered members of the Police Department, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule covered members.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve covered members from duties because of lack of work or funds or other proper reasons.
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked.
8. To establish, modify, combine or abolish job positions and classifications.
9. To contract out work.
10. To add, delete or alter methods of operation, equipment or facilities.
11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
12. To establish, implement and maintain an effective internal control program.
13. To suspend, demote, discharge or take other disciplinary action against covered members in accordance with Illinois law.

14. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Labor Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Labor Agreement.

ARTICLE 4 ENTIRE AGREEMENT

This Labor Agreement constitutes the complete and entire Labor Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This Labor Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Labor Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

ARTICLE 5 NO STRIKE

Section 5.1 No Strike

Neither the Labor Council nor any covered member, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of Patrol Officer, Sergeant or steward of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Labor Council agrees to inform its members of their obligations under this Labor Agreement and their obligation not to strike as imposed by the Illinois Public Labor Relation Act and to direct them to return to work.

Section 5.2 Union's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the covered members or other persons involved.
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Union.

- C. Notify the covered members stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 5.3 Discipline of Strikers

Any covered member who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Village against any covered member who participates in any action prohibited by Section 5.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, provided that the Labor Council shall have the right to grieve whether the covered member engaged in an action prohibited by Section 5.1 but, if the Village's determination is shown to be correct, not the appropriateness of the penalty imposed or any other issue. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE 6 HOURS OF WORK

Section 6.1 Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week or work cycle. It is the Employer's intent that such changes will be infrequent.

Section 6.2 Work Schedules

The Employer shall continue to post the work schedules showing the shifts, workdays and work hours to which covered members are assigned.

Section 6.3 Hours of Work

Except as provided elsewhere in this Agreement, covered member's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour workday shall include a thirty (30) minute paid lunch break and two fifteen (15) minute coffee breaks, which may be combined by the covered member, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

Section 6.4 Overtime Compensation

All hours worked in excess of one hundred-sixty (160) hours in the twenty-eight (28) day work cycle shall be compensated at the overtime rate of time and one half (1½) the covered member's regular hourly rate of pay. Hours paid for but not worked shall be considered as hours worked for purposes of computing overtime.

Section 6.5 Required Overtime/Patrol Officers

The Chief of Police or designee(s) shall have the right to require overtime work, and full-time Patrol Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily

be selected for work in progress. Also, specific full-time Patrol Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

Scheduled Overtime Posted overtime assignments for full-time Patrol Officers shall be filled by rotating seniority based on the seniority list posted in the patrol room. Patrol Officers shall make one (1) selection from the posted overtime when the pin is on their name. Full-time Patrol Officers will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00 am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty Patrol Officer will be ordered to fill the vacancy.

Unscheduled Overtime Vacancies created shall be offered to full-time Patrol Officers on duty by seniority. If the vacancy is not filled by a full-time Patrol Officer on duty, such shall be offered to off duty full-time Patrol Officers by seniority, to the most senior first, then in descending order. If the vacancy still remains unfilled, other covered members in the rank of Sergeant will be provided the opportunity for the overtime as described in Section 6.11. If the vacancy still remains unfilled, other covered members will be provided the opportunity for the overtime. If the vacancy is not filled after all covered members as denoted above have been offered the opportunity, the vacancy shall be filled by the least senior full-time covered member in the rank of Patrol Officer on duty for the shift needing to be filled. Until two (2) or more Sergeants are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in this Section 6.5.

Overtime Details

All overtime details (excluding shift overtime) shall be made available to all bargaining unit members. Bargaining unit members shall make selections based on the pick/pass process in accordance with the scheduled overtime procedure.

Section 6.6 Officer-In-Charge

Effective May 1, 2019, officers designated as Officers-In-Charge will be paid \$5.75 for each hour worked in that capacity.

Section 6.7 Call Back

Covered members who are called back for hours which are not immediately contiguous to the normal working schedule shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

Section 6.8 No Pyramiding

Compensation shall not be paid, or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement.

Section 6.9 Compensatory Time

Covered members may continually add to their compensatory time bank up to eighty (80) hours of replenishable time; provided that each year on April 15th, the Village shall reduce the covered members' compensatory time banks by cashing out any compensatory time that is in excess of fifty (50) hours by paying those members the current hourly rate for those hours in excess of fifty (50), so that no covered members' bank exceeds fifty (50) hours. In order to facilitate this reduction in compensatory time, covered members who have in excess of fifty (50) hours of compensatory time in their banks on April 15th shall not be permitted to accrue additional compensatory time, until the following May 1st, and covered members who have fifty (50) hours or less of compensatory time in their banks on April 15th shall not be permitted to accrue compensatory time in excess of fifty (50) hours, until the following May 1st. Compensatory time in lieu of overtime pay may be taken with the approval of the Chief of Police or designee.

Section 6.10 Field Training Officer

A covered member assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the covered member's overtime rate for each shift of service as an FTO.

Section 6.11 Required Over-Time/Sergeants

The Chief of Police or designee(s) shall have the right to require overtime work, and Sergeants may not refuse overtime assignments. In non-emergency situations, the Chief of Police or designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Sergeants may be selected for special assignments based on specific skills, ability and experience they may possess.

Scheduled Overtime Posted overtime assignments for Sergeants shall be filled by rotating seniority based on the seniority list posted in the patrol room. Sergeants shall make one (1) selection from the posted overtime when the pin is on their name. Sergeants will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty Sergeants will be ordered to fill the vacancy.

Unscheduled Overtime Vacancies created shall be offered to Sergeants on duty by seniority. If the vacancy is not filled by a Sergeant on duty, such shall be offered to off-duty Sergeants by seniority, by the most senior first, then in descending order. If the vacancy still remains unfilled, other full time Covered Members in the rank of Patrol Officer on duty will be afforded the opportunity to fill the vacancy, by seniority. If the vacancy is not filled by a Full Time Covered Patrol Officer on-duty, off-duty full time Covered Patrol Officers by seniority, to the most senior first, then in descending order, will be provided the opportunity for the overtime. If the vacancy is not filled after all Covered Members, as denoted above, have been offered the opportunity, the

vacancy shall be filled by the least senior Sergeant on duty for the shift needing to be filled. Until two (2) or more Sergeants positions are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in Section 6.5 of this Agreement. Whenever two (2) or more Sergeants positions are staffed by the Village, overtime assignments for shift work and details (scheduled and unscheduled) for a Sergeant's position shall be first offered to Sergeants, in accordance with the procedures described in Section 6.11.

ARTICLE 7 HOLIDAYS

Section 7.1 Holidays

The following are designated holidays for purposes of this Article:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Covered members shall receive eleven (11) days of paid holidays within each anniversary year. Covered members shall request the use of a holiday and approval shall be given by the Chief of Police or designee with regard due to scheduling considerations, but approval of the use of holidays shall not be unreasonably denied. If an employee uses holiday time prior to the occurrence of said holiday time, the employee, upon separation from employment, will reimburse the Village time that is owed. At the separation of any covered member from Village employment, the Employer shall pay to such covered member any additional compensation equal to the accrued and prorated pay rate of holidays for the current anniversary year. Covered members will be paid extra pay, at their regular rate, for the hours they work on holidays. The carryover of holiday time shall be permitted, only if authorized in advance by the Chief of Police or designee.

Section 7.2 General Leaves of Absence

Covered members shall be entitled to general leaves of absence as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Labor Agreement.

Section 7.3 Military Leave

The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 *et seq.* or as amended.

Section 7.4 Jury Duty

Covered members shall be entitled to leave for jury duty as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.5 Benefits While on Leave

Covered members shall be entitled to receive benefits while on approved leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.6 Public Employee Disability Act Leave

Covered members will be afforded all applicable health coverage rights, wages, pension contributions and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended. A covered member who sustains injuries and/or contracts a contagious disease in the line of duty which renders the covered member unable to perform their job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 *et seq.* or as amended.

Section 7.7 Family and Medical Leave

The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended.

Section 7.8 Family Military Leave

Covered members will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 *et seq.*, or as amended.

ARTICLE 8 INSURANCE

Section 8.1 Coverage

The Employer shall provide for each covered member term life insurance policy in an amount not less than one and three-quarters ($1\frac{3}{4}$) times base pay (annual base salary plus longevity) not to exceed \$275,000, at the Employer's expense. In addition, the Employer shall provide for each covered member accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow covered members collectively to purchase at the covered member's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular payroll deductions. The Employer shall provide, for each covered member, comprehensive medical and dental insurance, including major medical insurance, at the Employer's expense. At the request of covered member, the Employer shall provide comprehensive medical and dental insurance, as provided to the covered member, to any eligible dependent of the covered member. The Employer's contribution toward the cost of the premium for dependent coverage will be eighty percent (80%) for both dental and health (HMO) insurance. The Employer will pay one hundred percent (100%) of the covered member's premium for both dental and health (HMO) insurance. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan. The formula for calculating the employee's percentage of the premium contribution for all levels of coverage shall remain unchanged.

Section 8.2 Termination of Coverage

Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Covered members shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

Section 8.3 Pensioned Officers

Any pensioned covered member shall be eligible to make application for conversion of benefits at their expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the covered member. Any covered member on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at the covered member's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the covered member expense.

Section 8.4 Termination of All Benefits

Notwithstanding the above, the Village Administrator shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the Mayor and Board of Trustees. A covered member disputing the decision of the Village Administrator may appeal the decision per Article 16 Grievance Procedure.

Section 8.5 Death of an Officer

In the event that a covered member dies while employed by the Village, the dependents of the covered member may make application for a continuation of medical and dental benefits. Should such dependents be eligible for such coverage as determined by the applicable carrier, the Employer shall provide for the full cost of such participation for one (1) full year following the death of the covered member.

Section 8.6 Health Insurance Buy-Back Program

Any covered member who does not want to be covered by a Village health insurance plan may decline the coverage. This includes a covered member declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such covered member must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. A covered member may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (*e.g.*, divorce, birth of a child). Covered members wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance. Covered member's wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an covered member electing to waive their health insurance coverage(s) under the existing group insurance plan in favor of coverage under an outside plan of any kind; and further,

that the covered member assumes all risks in deciding to waive coverage pursuant to this Section. If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays. The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

Re-enrollment: Re-enrollment to Village coverage can be accomplished during the open enrollment period annually or immediately if the other coverage is terminated. It is understood that this section does not alter COBRA requirements of the Employer and covered member.

ARTICLE 9 VACATIONS

Section 9.1 Vacation Leave

All covered members are eligible for vacation with pay as follows:

- A. Covered members are entitled to ten (10) working days' vacation per year upon the completion of twelve (12) months of service.
- B. Covered members are entitled to fifteen (15) working days' vacation per year upon the completion of sixty (60) months of service.
- C. Covered members are entitled to twenty (20) working days' vacation per year upon the completion of one hundred and twenty (120) months of service.
- D. Covered members are entitled to twenty-five (25) working days' vacation per year upon the completion of one hundred and eighty (180) months of service.

Section 9.2. Vacation Computation

All vacation shall be computed from the anniversary date of employment.

Section 9.3 Vacation Approval and Scheduling

The time at which a covered member shall take their vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the covered member and with particular regard to the needs of the Employer.

Section 9.4 Accumulation of Vacation Leave

Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Chief of Police and the Village Administrator.

Section 9.5 Pay in Lieu of Vacations

Vacations are provided for the recreation and relaxation of covered members. Accordingly, there is no pay in lieu of vacation leave.

Section 9.6 Advancement of Vacation Pay

Upon request the Chief of Police or the Village Administrator may approve the issuance of vacation pay on the last regular paycheck prior to approved vacation leave. Such approval may not be unreasonably withheld.

Section 9.7 Termination of Employment

Upon termination of employment, a covered member shall be eligible for accrued, prorated vacation leave.

Section 9.8 Officers on Special Leave

Covered members on special leave shall be subject to the following:

- A. Covered members on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.
- B. Covered members on special leave without pay shall not earn vacations for the period of the leave.
- C. Covered members on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE**Section 10.1 Bereavement Leave**

Covered members may be granted bereavement leave of absence with pay in cases of death of a member of the covered member's immediate family, defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother (including step or half relatives in the foregoing classifications), grandfather in-law, grandmother in-law, aunt, uncle or other relatives that the Village Administrator may designate. Bereavement leave shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Administrator.

Section 10.2 Emergency Leave

Covered members may be granted time off in cases of a medical emergency involving a husband, wife, child, father, or mother (including step relatives in the foregoing classifications). In addition, covered members may be granted time off in cases of a medical emergency involving other members of the Covered member's immediate family, as defined in Section 10.1, provided such person actually resides in the covered member's home. A "medical emergency" is an acute medical situation warranting the covered member's immediate presence and does not include pre-scheduled medical procedures, doctor's appointments, routine illnesses like colds or the flu, or similar types of medical care and conditions. Emergency leave will be granted by the Village Administrator for the duration of the emergency up to a maximum of three (3) working days.

Section 10.3 Sick Leave

Covered members shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

- A. The covered member is unable to perform his or her assigned duties.
- B. The covered member requesting sick leave or disability leave is subject to a demand of their supervisor or the Police Pension Board when applicable to present themselves to the Village Physician for examination as permitted by law.
- C. The employment status of any covered member on extended sickness or disability leave shall be determined after the end of the initial one (1) year sickness or disability leave by the Mayor and Board of Trustees except as provided by law or as determined by the Police Pension Board. In determining the continuing status of any sick or disabled covered member who may be under the jurisdiction of the Mayor and Board of Trustees, such Board shall take into consideration all factors relevant to the nature of the sickness or the disability and likelihood of the covered members ever being capable of resuming their duties.
- D. Covered members who have been deemed to have abused this policy shall be subject to disciplinary actions.
- E. All covered members shall be eligible to make application to the Police Pension Board. The Police Pension Board shall provide disability benefits as provided by law. Should a covered member either elect not to make such application, or be denied participation in the Police Pension Board, such covered member shall only be entitled to benefits under (F) and (H) below.
- F. All covered members shall be entitled to sick days consistent with the following guidelines:
 - 1. Sick days shall be paid at the rate of one hundred percent (100%) the normal rate of pay except as otherwise provided.
 - 2. Each covered member shall earn one (1) sick day for each completed month of employment.
 - 3. A covered member shall accumulate no more than one hundred forty-four (144) such sick days. Once a covered member has accumulated said one hundred forty-four (144) days, the covered member shall not be eligible for any additional accumulation.
 - 4. At the separation of any covered member from the Village, the Employer shall pay to such covered member, as additional compensation, a sum of money which shall equal the covered member current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days. Any covered member terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.
 - 5. Approval of payroll for covered members on sick leave shall be the responsibility of the Chief of Police or designee. Proof of eligibility for covered

members requesting sick leave shall be at the discretion of the Chief of Police or designee. After five (5) occurrences and/or usage in a fiscal year, a doctor's or a physician's assistant or nurse practitioner note will be required for each subsequent personal sick leave usage by the covered member, with the exception of sick time use for family.

Maternity leave benefits shall be provided as any other sick leave benefit.

- G. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of a covered members immediate family does not warrant the granting of an emergency leave, a covered member may use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph F. For purposes of this Paragraph G, a member of a covered members immediate family is defined as a family member living in the covered members home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including step parents and children), sibling, grandchild, grandparents of a covered member not living in the covered member home.
- H. Notwithstanding any provision contained herein above to the contrary, accumulated sick days may not be utilized as personal time off but rather are intended only to be utilized in the case of illness or injury of the covered member's or a member of their immediate family, as described above.
- I. Covered members on extended sick or disability leave, that is, sick leave in excess of thirty (30) calendar days shall not accrue vacation leave, sick leave or holiday leave benefits. Further, covered members on special leave without pay shall not earn sickness and disability benefits for the period of the leave.

Section 10.4 Sick Leave Incentive

Each covered member who did not use a sick day in the prior year (May 1 through April 30) shall be provided with three (3) personal days which must be used during the next twelve (12) months (May 1 through April 30) and must be scheduled in advance with approval of the Chief of Police or designee.

ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT

Section 11.1 Education Reimbursement

The Employer agrees to continue to reimburse covered members for job-related training programs and job-related formal education. Annual reimbursement will be one hundred percent (100%) up to a limit of two thousand two hundred-fifty dollars (\$2,250) per covered member. Reimbursement will be made upon submission of proof of successful completion of the program or course with a grade of "C" or better. Covered members who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

Section 11.2 On-Duty Training

Covered members attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. Covered members shall be compensated at the covered member's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of three (3) hours. Covered members attending training, which is not required by the Department, but at the request of the covered member, shall do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the covered members responsibility. When a covered member is required to attend training, which lasts three (3) or more days, covered member may submit for lunch meal expenses on the required form, not to exceed the state allowance. If a covered member is required to stay overnight, covered member may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

Section 11.3 Training Academy Expenses

Newly hired covered members attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training and shall be compensated for mileage spent for round trips from either the Police Department or their home whichever is less. While a covered member is attending the academy, the covered member's payroll check, with written authorization, can be mailed to a location specified by the covered member.

ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE

Section 12.1 Initial Uniform Issue

All newly hired covered members shall be provided a complete uniform and other necessary equipment. In addition, newly hired covered members will receive two (2): additional long sleeve shirts, short sleeve shirts, pants and turtlenecks.

Section 12.2 Uniform Allowance

Covered members who are employed as of May 1 of any fiscal year shall receive an annual uniform allowance during the fiscal year. The amount of the uniform allowance shall be seven hundred fifty dollars (\$750). Effective May 1, 2020, covered members shall receive an annual uniform allowance during the fiscal year of nine hundred dollars (\$900.00). The fiscal year will be between May 1 and April 30. Officers hired after January 1 will not receive an annual uniform allowance until May 1, because these officers will be given their initial uniforms and equipment, as per Section 12.1. Officers that have been hired prior to January 1 are eligible to receive a full uniform allowance for the following fiscal year (May 1-April 30). Acceptable uniform items shall be determined in accordance with Department rules, and acceptable vendors or manufacturers for shirts and pants will also be determined in accordance with Departmental rules. The Village shall also replace leather jackets and service revolver holsters that are no longer useable due to wear or damage upon approval by the Chief of Police or designee. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the covered member for the first such item purchased (or, in the case of long sleeve shirts, short sleeve shirts, pants and turtlenecks, for the first set of three items purchased).

Section 12.3 Clothing Allowance

Covered members, who are employed as of January 1 and who are assigned to the Investigative Division shall receive an annual uniform allowance as provided for in Section 12.2. However, to the extent that such covered members do not utilize their uniform allowance to purchase acceptable uniform items, they may utilize any unused portion of their uniform allowance as a clothing allowance for the purchase of business attire outwear in a style suitable for the performance of their duties. As with the uniform allowance, the clothing allowance will be paid out as a reimbursement following the submission of receipts. However, clothing allowance payments will be treated as wages, and the Employer will deduct payroll taxes as required by law.

Section 12.4 Damage to Personal Property

The Village shall reimburse covered members for the reasonable cost of replacement of watches, eyeglasses or contact lenses which are destroyed or damaged in the line of duty.

ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY

- A. All covered members will receive a minimum of three (3) hours of overtime pay for court.
- B. If a covered member is on call-in status, they must contact the Department within the prescribed time; (11:00am-12.00pm) the covered member will receive payment for one (1) hour of overtime.
- C. This policy does not require a covered member to remain at home while on call-in status. The covered member may contact this department from any location as long as the covered member can appear in court at the required time.
- D. If a covered member calls in and is required to appear, the covered member receives their one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for their court appearance.
- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this Labor Agreement when covered members report for the court appearance from the Village Hall.

Should a covered member choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and the covered member's overtime will commence upon their arrival at the court location.

ARTICLE 14 BODY ARMOR/VESTS

The Employer agrees to provide bullet proof vests/body armor replacements every five (5) years minimum level II-A. All vests provided to covered members in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All covered members will be required to wear the vests/body armor while on duty.

ARTICLE 15 SENIORITY

Section 15.1 Definition of Seniority

Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as a covered member's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two (2) or more covered members have the same seniority date, seniority shall be determined by the covered member's placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary Patrol Officers shall have no seniority rights. If a covered member satisfactorily completes the probationary period, their seniority shall be the date of original employment.

Section 15.2 Loss of Seniority

A covered member's seniority will terminate in the following circumstances:

- A. The covered member resigns, quits or retires.
- B. The covered member is discharged or permanently removed from the payroll, and the separation is not reversed.
- C. The covered member does not return to work at the expiration of a leave of absence, provided that if the covered member shows that such failure to return was beyond their control, and covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired.
- D. The covered member is absent for three (3) consecutive scheduled work days without authorization, provided that if the covered member shows that such absence was beyond their control, and the covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence.
- E. The covered member does not return to work when recalled from layoff.

Section 15.3 Application of Seniority

Seniority shall be considered for annual vacation preference and shift selection. Annual patrol shift selections shall be bid by eligible officers in order of seniority. Officers with more than twenty-four (24) months of employment are eligible to bid. On or about August 1st each year, the Chief will seek bids from eligible officers. The total number of shifts eligible for the annual bid will be equivalent to the number of non-probationary officers assigned to patrol.

At any time during the year, the Chief may assign ineligible officers to any shift; however, such assignments shall not be for less than fourteen (14) consecutive calendar days. The assignment of ineligible officers shall not be the basis to transfer any eligible officer from their assigned, bidded shift.

Notwithstanding the foregoing, the Police Chief shall have the right to transfer officers after they have selected, or have been assigned to, a shift under this Section, in order to meet the bona fide operational needs of the Department (e.g., as a result of an employee being assigned to a specialty position; as a result of the loss of an employee due to retirement, injury or other long term leave (defined as a leave having a duration of four (4) consecutive weeks or more); as a result of a suspension of an officer of four (4) consecutive weeks or more duration; or termination of an officer. Any officer transferred shall be given fourteen (14) calendar days advance notice of such transfer, unless such officer waives such notice. Transfers will be made in reverse seniority based on shift pick preference. Such transfers shall not be made for arbitrary, capricious or discriminatory reasons. Any officer who is so transferred to another shift in order to meet a bona fide operational need of the Department shall be reassigned to the officer's former shift, as soon as operationally possible, as deemed by the Chief of Police, following resolution of such operational need.

Officers assigned to specialty positions are eligible to make "conditional bids." In the event an officer is removed from a specialty position mid-year and assigned to patrol, that officer's conditional bid shall be honored and current officers on patrol may have their shift reassigned, accordingly. If an officer voluntarily leaves a specialty position to return to patrol, that officer will be placed in the vacancy created by the officer replacing such officer in the specialty position.

Prior to the Chief enacting any transfer of an eligible officer in patrol, the Chief will seek volunteers.

Section 15.4 Layoffs and Recall

Should the Employer determine that it is necessary to decrease the number of covered members in the bargaining unit, it will lay off covered members in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Affected covered members and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off covered members will have recall rights for a period of two (2) years.

Section 15.5 Right of Recall

Any covered member who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the covered member is fully qualified to perform the work to which they are recalled without further training.

Section 15.6 Notice of Recall

Covered members who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the covered member by certified or registered mail, return receipt requested, with a copy to the Union, provided that the covered member must notify the Chief of Police or designee of the covered members intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the covered member, it being the obligation and responsibility of the covered member to provide the Chief of Police or designee with his latest mailing address. If a covered member fails to timely respond to a recall notice by return mail or in person, the covered members' name shall be removed from the recall list.

Section 15.7 Seniority List

As soon as practicable after signing of this Labor Agreement, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each covered member in the bargaining unit, and whether the covered member is entitled to seniority or not. The Employer shall post a similar list without covered members' addresses. Within thirty (30) calendar days after the date of posting, a covered member must notify the Employer of any alleged errors in the list or it will be considered binding on the covered member and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, a covered member must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the covered member and the Union.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 Definition

A grievance is defined as a claim by a covered member or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement except that any dispute concerning a matter or issue which is subject to the jurisdiction of the Board of Police Commissioners shall not be considered a grievance, except that all disciplinary actions up to and including termination for non-probationary covered members and at the election of the covered member, can only be appealed through the Labor Agreement's Article 16 Grievance Procedure or the Board of Police Commissioners, but not both. The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination of a covered member for just cause only, and will not file charges with or review with, or present to the Village's Board of Police Commissioners any discipline unless the covered member has opted to have their appeal through the Board of Police Commissioners. Neither the Police Chief or designee nor the Village or their agents will file charges asking the Board of Police Commissioners to impose or review any discipline on any non-probationary bargaining unit employee if the covered member has selected to appeal through Article 16, Grievance Procedure.

The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the covered member has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed in accordance with

Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

Section 16.2 Procedure

A grievance filed against the Employer shall be processed in the following manner:

- Step 1: The grievance shall be submitted in writing to the covered member's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the covered member knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Within fourteen (14) calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant/Labor Council and provide a written answer to the grievant and Labor Council.
- Step 2: If the grievance is not settled at Step 1 and the grievant or the Labor Council desires to appeal, it shall be referred by the Labor Council to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1. The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant/Labor Council and, if no agreement is reached, provide a written answer to the grievant/Labor Council.
- Step 3: If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response. The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the Labor Agreement allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant Labor Council representative. The Village Administrator shall provide their written response to the grievant and the Labor Council representative within seven (7) calendar days of his/her receipt of the grievance.
- Step 4: If the grievance is not settled at Step 3 and the Labor Council wishes to appeal the grievance, the Labor Council shall notify the Village Administrator of its intent to

proceed to arbitration and shall refer the grievance as described below within fourteen (14) calendar days of receipt of the Village Administrator's written response. Only the Labor Council can move a grievance to arbitration.

- A. If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.
- B. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.
- C. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of an arbitrator.

Section 16.3 Limitations on Authority of Arbitrator

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Labor Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Labor Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners, except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the covered members covered by this Labor Agreement.

ARTICLE 17 UNION REPRESENTATIVES

Section 17.1 Union Representatives

The Employer recognizes the right of the covered members in good standing to select Lodge representatives, and the Labor Council agrees to furnish the Employer with the names of said Lodge representatives selected by the covered members in good standing. The Labor Council representatives shall be deemed as the Union's official spokesperson. Lodge representatives are

not permitted to conduct Union business during work hours without the permission of the Chief of Police or designee.

Section 17.2 Union Business

Duly authorized Labor Council representatives of the Union will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which covered members are working. The Labor Council representatives will be identified to the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate an area where such business is to be conducted and the period of time to be provided. The Labor Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Non-Discrimination

The Employer and the Union agree that neither shall discriminate in employment by reasons of race, color, religion, national origin, political or Union activity, age, sex marital status or handicap. Grievance filed under this Section may be processed up to but not including arbitration. Grievants dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

Section 18.2 Bulletin Boards

The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board notice of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by covered members of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 18.3 Partial Invalidity

In the event any of the provisions of this Labor Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 18.4 Subcontracting

It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 18.5 Secondary Employment

Covered members may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Willowbrook Police Department, and provided further that the Chief reserves the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief.
- B. That said secondary employment shall not interfere with any of the covered member's obligations to the Village.
- C. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- D. That said secondary employment shall not involve the covered member's use of any Village equipment, facilities, or resources without the Chief's written consent.
- E. That said secondary employment shall not interfere with a covered member's ability to respond to emergency calls.
- F. A covered member shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the covered member must comply with all provisions of General Order 1015 as it may be revised from time to time to comply with Accreditation Standards.

Section 18.6 Ratification and Amendment

This Labor Agreement shall become effective when ratified by the Village Board and the Labor Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.7 Inoculations and Immunizations

A. Exposure to Contagious Diseases. The Village agrees to provide for inoculations or immunization shots for members of a covered member's family (family to include all immediate members and those living in the covered member's home prior to the covered members' exposure) when such becomes necessary as a result of said covered members exposure to contagious diseases where said covered member has been exposed to said disease in the line of duty. The covered member agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.

B. Hepatitis B Inoculations. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those covered members' not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

Section 18.8 Impasse Resolution/Interest Arbitration

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

Section 18.9 Temporary Light Duty Assignments

In order to aid a temporarily injured covered member through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities. Such assignments are only available to covered members who have completed at least one (1) full year of service. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department. Changes in employee hours and days of work may be made to facilitate a light duty assignment for non-work-related injuries only. Where a covered member requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of covered members already out on vacation or other leave, the Department's current staffing needs, etc.). All requests for light duty and related communications must be directed to the covered member's immediate Supervisor. Before a light duty assignment will be considered, a covered member must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the covered member's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Department will determine whether any assignments are available that are consistent with the covered member's restrictions. The Village reserves the right to require a covered member to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the covered member to work light duty.

Section 18.10 Duration of Light Duty

For all injuries, (whether work related, or non-work related), light duty will be offered for up to four (4) months in a rolling year for the same condition.

Section 18.11 Light Duty Assignment Scheduling and Pay

A covered member working in a light duty capacity will continue to earn the hourly wages the covered member earned before going on light duty. Covered members on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. A covered member on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If a covered member engages in other work or employment during the light duty assignment period, the covered member will be deemed to have voluntarily terminated their employment, unless such has been previously approved.

Section 18.12 Requirement for Response to Complaint

No covered member will be required to submit a written or verbal response to any complaint against a covered member by persons in or outside the Willowbrook Police Department, unless said persons cause that the complaint be reduced to writing to include any accusations against the covered member and will include the identity of the complaining party or parties, except for EEOC and Ethics charges. Prior to any report having to be written by a covered member, the covered

member will be furnished with a copy of the said complaint and/or relevant data. In any meeting called by Command or supervisory or other Village personnel, in which the covered member reasonably believes that discipline may result from the meeting, the covered member may request Labor Council representation and such request will not unreasonably delay the meeting. No anonymous complaint shall be used for disciplinary or other actions affecting the covered member, unless it is fully substantiated. An unsubstantiated anonymous complaint shall not be included in a covered members personnel or departmental file but shall be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge.

Section 18.13 Wellness Program

Unless prohibited by law, each covered member shall be required to participate in the Village of Willowbrook's annual wellness program offered through the Intergovernmental Personnel Benefit Cooperative (IPBC) and be compensated at the appropriate members' hourly rate of pay offered through the Intergovernmental Personal Benefits Cooperative (IPBC), provided that, the blood screening test be conducted by a trained and certified medical professional. The individual results of such test will remain confidential and results will be provided to the covered member only and not to the Employer or agents of the Employer or any third party. It is understood that an overall summary of testing results will be received by the Village administration, but this report will not contain identities of individual employees. Any results of such test cannot be used or processed for any evaluation purposes or disciplinary action of any kind.

Section 18.14 Personal Information

No covered member shall be required or requested to disclose any item of his personal property, income, assets, source of income, home addresses, individual photographs, personal information, debts, or personal or domestic expenditures (including those of any member of their family or household) unless such information is necessary per a lawful subpoena.

Section 18.15 Surveillance Equipment

The Village and the Union agree that any car surveillance equipment, mobile/video/audio recording (MVAR) including AVL systems, will only be used for covered members' safety or for/by department supervisory and management personnel during investigations related to use of force, officer involved shootings, formal complaints (signed by the complainant) and pursuits. For purposes of disciplinary investigations, such recordings may not be the sole source to initiate an investigation, but may be used as a supplemental investigative tool, following the initiation of an investigation.

Uniformed Department members in the rank of police officer or sergeant who are assigned to vehicles equipped with in-car video systems will:

1. activate lights and/or sirens to simultaneously audibly and visually record the entire incident for all traffic stops and emergency vehicle operations.
2. manually press the record button, once the officer places a person into the vehicle for transport, to visually and audibly record the entire incident for all transports.

An officer will not be responsible, if any technical malfunctions occur.

A Department member may utilize discretion to activate the in-car camera video system for law enforcement-related activities in the following circumstances:

- a. in situations that the member, through training and experience, believes will serve a proper police purpose;
- b. in situations that may help document, enhance, and support the following: arrests, written reports, evidence collection, investigations, and court testimony.

Department members equipped with an in-car video system will not deactivate the system until the member is no longer engaged in that law enforcement-related activity. For the purposes of the deactivation of the in-car video system, the Department has identified the following circumstances as the conclusion of a law enforcement-related activity:

1. the member leaves the scene of the incident; or
2. for citizen or arrestee transports, when the subject has left the vehicle.

Each officer shall be assigned a log-in password to access recorded, stored, or duplicated recorded files. Each password will be unique to each officer and shall not be shared with any other officers. The Chief and/or the Chief's Secretary shall keep the registry of log-in passwords. Log-in and password information shall not be disseminated by the Chief and/or the Chief's secretary, except to the officer it belongs to.

An officer shall only be allowed to view or access recorded, stored, or duplicated mobile/video/audio recording (MVAR) files that were created by that officer, unless such officer is conducting an ongoing criminal investigation, in which case the officer conducting the investigation may view or access any recordings that are relevant to such investigation.

No mobile/video/audio recordings, media or recorded images shall be disseminated to or viewed by any outside agency, person, company, or media outlet, including any and all social media outlets, except to the extent required by law. This shall not prohibit the disclosure or viewing of such recordings by any persons assigned to an ongoing criminal investigation.

Recordings may be shown for staff training purposes if the involved officer(s) submits for showing a recording for staff training purposes. His/her recording shall be submitted to the Chief of Police for training purposes.

Mobile/video/audio recordings entered into evidence will be handled in accordance with evidence retention schedules, in compliance with 720 ILCS 5/14-3 (H-15) (*i.e.*, ninety (90) calendar days) if not otherwise requested for evidentiary purposes or as part of a State's Attorney request a destruction order will be requested upon completion of all criminal cases.

The Chief of Police may review recorded mobile/video/audio recordings for any purpose, and the Deputy Chief may review mobile/video/audio recordings, but only if the Chief of Police is absent

longer than three (3) days. The Deputy Chief may only view recorded mobile/video/audio recordings that require immediate attention in the absence of the Chief of Police, as described above. If the Chief or Deputy Chief are unavailable and a mobile/video/audio recording requires immediate review by the senior officer in charge of the Department, the senior officer in charge of the Department may view the mobile/video/audio recordings, provided that an FOP Labor Council representative or bargaining unit steward has been notified and is entitled to be present during the review of the MVAR.

The Employer will maintain a log of any viewing conducted of the mobile/video/audio systems, and the log shall state who reviewed the material, why, and describe what material was reviewed. The affected officer will be notified that such a review will take place. An FOP Labor Council representative or a bargaining unit steward will have, upon request, access to review such logs and/or computer programs that denote such viewings. No remote downloading, copying or viewing, either externally or internally, that circumvents the server or cloud-based storage shall occur without logging in, pursuant to this Section.

The Employer may upgrade the MVAR systems, including recordings, provided that the settings are not inconsistent with this Section.

The Parties agree that the Employer shall have the right to implement what are commonly referred to as "body cameras," provided that the Employer has adopted a written policy, as required by the Law Enforcement Officer - Worn Body Camera Act, 50 ILCS 706/10-1 *et seq.*, and the Union shall have the right to bargain to impasse any proposed changes to such written policy, provided that such bargaining shall not delay implementation of body cameras.

Section 18.16 Police Officer Reimbursement Obligation

For officers hired after January 1, 2021, in the event that an officer ceases employment with the Village within twenty-four (24) months of commencement of full-time employment as a police officer, due to any cause other than termination by the Department or resignation in lieu of termination or discontinuance due to injury or illness, then such officer shall be required to reimburse the Village for the costs incurred by the Village for the following: tuition or other attendance costs for the officer attending any Police Training Academy; the costs of such officer's ballistic vest purchased by the Village; and (1) hour at the Step 2 overtime rate of pay for each shift of service that an FTO was assigned to the Officer (hereinafter, the "Reimbursable Costs").

The amount of Reimbursable Costs shall be prorated, based upon the length of the officer's service as a Village police officer, according to the following percentages:

0-3 months of completed service	-	100% of the Reimbursable Costs
4-9 months of completed service	-	75% of the Reimbursable Costs
10-15 months of completed service	-	50% of the Reimbursable Costs
16-20 months of completed service	-	25% of the Reimbursable Costs
20-24 months of completed service	-	15% of the Reimbursable Costs

All officers hired after January 1, 2021 shall be required to execute an authorization to allow the Village to withhold such Reimbursable Costs from the employee's wages and final compensation. A prototype of such authorization is attached to this Agreement as Exhibit C.

Section 18.17 Retirement Health Savings Plan

The Village agrees that, upon designation by the Union for its members, it will establish payroll deductions and/or transfers for a Retirement Health Savings Plan. The Village shall not be required to contribute to the RHS Plan, nor shall it be responsible for any costs associated with the RHS Plan, except the Village shall pay any enrollment or other fees necessary to establish, but not to maintain, such Plan.

ARTICLE 19 DISCIPLINE OF OFFICERS

Section 19.1 Board of Police Commissioners

The parties recognize that the Board of Police Commissioners of the Village has certain statutory authority over covered members covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police Commissioners, except that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Labor Agreement and as expressed in this Labor Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the covered member's election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Labor Agreement. The parties agree the affected covered member has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

Section 19.2 Written Reprimand

In cases of written reprimand, notation of such reprimand shall become a part of the covered members' personnel file and a copy given to the covered member.

Section 19.3 Observance of Statutory Requirements

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 *et seq.*) in conducting an interrogation of a covered member during a formal investigation of the covered member's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the covered member's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 *et seq.*), as construed by the Illinois State Labor Relations Board, regarding the right of a covered member to have Labor Council representation during an investigatory interview.

Section 19.4 Review of Personnel Records

The Employer will accord covered members the rights to inspect, copy, correct and comment upon his/her personnel records that are set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*).

Section 19.5 Just Cause

No covered member covered by this Labor Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 19.6 Exonerated/Removed Materials

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the covered member in any proceedings, and such materials shall be permanently removed from the employee's personnel and department records and be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge. The Village agrees to maintain covered members' personnel files and documents and respond to requests to inspect and copy such files and documents in accordance with the requirements of the Illinois Personnel Record Review Act, 820 ILCS §40/0.01 *et seq.*, or as amended. A copy of any disciplinary action or material related to a covered member's performance which is placed in the personnel or Departmental file shall be copied to the covered member within three (3) calendar days of being placed into the personnel or department file. At the covered members request, a rebuttal may be offered to any item placed in the covered members personnel or Departmental file or any other file maintained by the Employer subject to the conditions of the Personnel Record Review Act and subsequent revisions. Disciplinary records, including written reprimands, but not including suspension, will be removed from a covered members file after one (1) year if no further violations of a similar nature have occurred and such will not be used in future disciplinary action involving the covered member.

ARTICLE 20 NO SOLICITATION

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their covered members, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator. The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

ARTICLE 21 DRUG AND ALCOHOL TESTING

A. Covered members are prohibited from:

1. Being under the influence of alcohol or drugs, including cannabis, during the course of the workday.

For purposes of this Article, “drugs” or “illegal drugs” shall mean:

Any controlled substance listed in the Illinois Controlled Substances Act, or any controlled substance listed in Schedule I under the Federal Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Among the drugs covered by this Article is cannabis.

2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking.
3. Consuming, possessing, selling or purchasing any cannabis or illegal drugs at any time during the workday, except as required for work assignments, or when off duty.
4. Abusing prescription drugs.

B. Type of Testing: Covered members may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol abuse.
2. As part of regularly scheduled physical examinations.
3. Following any vehicular accident involving personal injury or property damage in excess of \$2,000 occurring on duty or on a special detail.
4. When a covered member has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force.
5. When a covered member is assigned to a departmental drug enforcement group or where a covered member is assigned primarily to drug enforcement.
6. Any covered member who discharges his firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty must submit to drug and alcohol testing by the end of the covered member’s shift or tour of duty, in compliance with this Article.

- C. Order to Take Test: The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take a reasonable suspicion test (*i.e.*, the Supervisor's Observation Report Form for Reasonable Suspicion, attached as Exhibit D).
- D. Tests to be Conducted: For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all Substance Abuse Management Safety & Health Administration (S.A.M.H.S.A.) rules. If the initial test for any drug is positive, a GC/MS confirmatory test shall be required.
- E. Results: As to drug testing, the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test, under the Federal DOT standards. When a covered member tests positive for drugs per a GC/MS confirmatory test, a violation of this Article shall be established. As to cannabis, a GC/MS confirmatory test result showing 15 Ng/mL of THC shall be considered positive. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive. The Parties agree that if the Illinois Drug Free Workplace Act sets an initial and confirmatory level in the future for cannabis metabolites, such will replace the current THC level noted above.
- F. Right to Contest: The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test of the testing sample at the employee's expense.
- G. Discipline: The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

ARTICLE 22 LABOR-MANAGEMENT MEETINGS

Section 22.1 Meeting Request

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least seven (7) calendar days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Labor Agreement.
- B. A sharing of general information of interest to the parties.
- C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect covered members;

D. Discussion of safety issues.

Section 22.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Labor Agreement be carried on at such meetings.

Section 22.3 Attendance

Attendance at labor-management meetings shall be voluntary on the covered member's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 23 SALARIES

Section 23.1 Salaries

During the term of this Agreement, each covered member shall be paid in accordance with the following schedule. Each May 1, covered members' base salary will move forward one (1) step.

		Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Sergeant (*)
2.85%	5/1/2018	66,725	66,725	70,414	74,100	77,788	81,475	85,162	88,850	92,538	96,226	108,735
	5/1/2019	68,627	68,627	72,421	76,212	80,005	83,797	87,589	91,382	95,175	98,968	111,834
3.00%	5/1/2020	70,686	70,686	74,594	78,498	82,405	86,311	90,217	94,123	98,030	101,937	115,189
3.15%	5/1/2021	72,913	72,913	76,944	80,971	85,001	89,030	93,059	97,088	101,118	105,148	118,817

* Note: Effective May 1, 2011 and continuing the salary amount for the covered position of Sergeant shall be increased not less than the same % amount as the % amount agreed upon by the parties for any future wage increase(s) for the Patrol Officer position.

Section 23.2 Initial Step Placement

Initial placement on the schedule and the May 1, 2019 salary for each Police Officer and Sergeant who was a member of the bargaining unit on the effective date hereof are set forth in Exhibit A. establishing retroactivity to all hours worked and benefits paid from that date.

Section 23.3 Entry Level Salaries

The Village may, in its discretion, pay new hires at a higher rate than is provided in the schedule as long as it does not exceed the pay of any current covered member.

Section 23.4 Longevity

Effective May 1, 2002, and each year of this Labor Agreement thereafter, the Village shall pay each covered member who as of May 1 has completed the number of full years of service as a sworn peace officer with the Village of Willowbrook set forth below a longevity stipend in the percentage of base annual salary (determined under Section 23.1) as set forth below.

Complete Full Years of Service	Percentage of Base Salary
11-15	One percent (1%)
16 or more	Two percent (2%)

ARTICLE 24 DURATION

This Agreement shall be effective as of May 1, 2019 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Labor Agreement that it desires to modify or terminate this Labor Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Labor Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2022.

SIGNED AND ENTERED into this _____ day of _____, 2020.

For the Illinois Fraternal Order of Police,
Labor Council:

Kevin S. Krug 12-22-20
Kevin S. Krug Date
FOP Northern Field Supervisor

Timothy A. Kobler 12-29-2020
Timothy A. Kobler Date
Unit Steward

Alexander Erdmann 12/24/2020
Alexander Erdmann Date
Unit Steward

Joe LaValle 12/24/20
Joe LaValle Date
Unit Steward

For the Village of Willowbrook:

Frank A. Trilla _____ Date
Frank A. Trilla Mayor

Deborah A. Hahn _____ Date
Deborah A. Hahn Village Clerk

Village Seal:

EXHIBIT A - Village Of Willowbrook Covered Members And Salaries As Of May 1, 2019

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 05-01-19</u>
Biggs, Darren	9	98,968
Gaddis, Dave	Sergeant	111,834
Erdmann, Alex	3	76,212
Eisenbeis, Scott	Sergeant	111,834
Handzik, John	9	98,968
Polfliet, Dan	9	98,968
Kobler, Tim	Sergeant	111,834
Esqueda, Teresa	2	72,421
Chavez, Jose	9	98,968
Lavalle, Joseph	4	80,005
Strugala, Michelle	Sergeant	111,834
Porter, Aaron	2	72,421
Volek, Nickolas	9	98,968
Trainor, Dylan	8	95,175
Lopez, Jose	7	91,382
Robles, Christine	6	87,589
Martino, James	6	87,589
Rosal, Othello	5	83,797
Silva, Joaquin	2	72,421
Huntley, Blake	5	83,797
Vanderjack, Matthew	4	80,005

EXHIBIT B - Village Of Willowbrook Police Officer Evaluation

The Village's Performance Evaluation Program is designed to provide the employee and the employer an opportunity to assess the performance of an individual. The evaluation is designed to provide the employee with the type of feedback necessary to perform the job in a highly effective manner, to identify areas of strength and areas where performance could be improved, as well as to assist the Village in accomplishing its goals and continuing to offer a high quality of service.

It is important when you are evaluating to consider everything the employee has done since the last evaluation and not just the last few activities you can remember. You are encouraged to keep notes throughout the rating period for reference when completing this evaluation. Refer to the employee's job description to thoroughly understand the duties and requirements of the position. Remain as objective as possible eliminating personal prejudice, bias, or favoritism. It is important that you recognize that an employee may be excellent in one area and only average in another. Your evaluation must be based on demonstrated performance, not anticipated or personal feelings. Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.

The Employer or supervisor may not require the covered member to issue a specific number of citations or warnings within a designated period of time. The Employer or supervisor may not compare the number of citations or warnings issued by the covered member to the number of citations or warnings issued by another covered member. This evaluation period is designated from the month of May to May.

PATROL OFFICER EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	<p>The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling.</p> <p>Officer becomes verbally and/or non-verbally defensive; is reluctant to request / seek clarification / assistance necessary for corrective action.</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.	Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slowly while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors. Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations and events while simultaneously operating emergency equipment.
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.	Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses' transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting; cuts off messages. Officer's radio transmissions are not clear, speak too fast and/or too slowly, and take excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.
5. Directed Patrol Strategies/Self-Initiated Field Activity	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.	<p>Officer anticipates trends and patterns of recurring incidents and potential problem areas.</p> <p>Officer utilizes data during uncommitted patrol times to initiate extra patrol.</p> <p>Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution.</p> <p>Officer communicates information pertinent to the patrol beat and sector.</p>	<p>Officer fails to identify high crime areas requiring extra attention.</p> <p>Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan.</p> <p>Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances or activities).</p> <p>Officer avoids taking action.</p>
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>
8. Information Processing -- Case Building -- Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	<p>Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p>

		Officer's reports are not completed in an acceptable time frame.
9. Problem Solving and Decision Making	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.	Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action. Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s). Officer fails to utilize problem solving and decision-making components or consider alternative options for resolving situations. Officer is unable to determine agency guidelines to facilitate problem-situation resolution.
10. Traffic Enforcement and Scene Management/Investigation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations. Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable. Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.	Officer fails to take safe, effective command of vehicle/pedestrian control. Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s). Officer's reports require extensive corrections and revision in order to meet standards.
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	Officer's uniform is clean. Officer's personal appearance reflects positively on the Department. Officer is clean shaven at the beginning/end of each shift. Officer's exterior vest cover is neat and clean.	Officer's uniform is un-kept. Officer is unshaven. Officer's uniform is not neatly pressed. Officer's uniform color is faded. Officer's exterior vest cover is worn and/or dirty.
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	Officer understands assigned duties and responsibilities as well as their role with the Department. Officer does not require direction or instruction beyond what would be expected of an officer.	Officer resists direction. Officer does not accept some assigned tasks without complaints.

EXCEEDS EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills

5. Directed Patrol Strategies/Self-Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing – Case Building – Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment

4. Telecommunication Protocols and Skills
5. Directed Patrol Strategies/Self-Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing – Case Building – Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____

Date: _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER. IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____

Date: _____

CHIEF OF POLICE

Comments: attach additional sheet if necessary):

Signature: _____

Date: _____

DETECTIVE EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	<p>The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to and empathy for the individual(s) and verbal gestures, actions and behaviors unintentionally communicate his/her failing to remain objective and call/incident handling.</p> <p>Officer becomes verbally and/or defensive; is reluctant to request assistance necessary for corrective activity</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines,	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment, cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and street location.</p> <p>Officer is unable to demonstrate capability to execute safe operation vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.	Inattentiveness results in speed and signal errors; places other at pedestrians at risk. Drives too fast or responding to calls for service or during operations. Safe operation as a result of improper approaches to intersections, failure to and pedestrian behaviors. Officer fails the multitasking capacity to safely motor vehicle while observing situations and events while simulate emergency equipment.
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.	Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses' transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting, cuts of messages. Officer's radio transmissions are not clear, speak too fast and/or too slowly, and take excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.

5. Directed Patrol Strategies/Self-Initiated Field Activity	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol	<p>Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it. Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search, and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>

8. Information Processing – Case Building – Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.</p>	<p>Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
9. Problem Solving and Decision Making	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.</p>	<p>Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.</p>	<p>Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action.</p> <p>Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s).</p> <p>Officer fails to utilize problem solving and decision-making components or consider alternative options for resolving situations.</p> <p>Officer is unable to determine agency guidelines to facilitate problem-situation resolution.</p>
10. Traffic Enforcement and Scene Management/Investigation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.</p>	<p>Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations.</p> <p>Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable.</p> <p>Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.</p>	<p>Officer fails to take safe, effective command of vehicle/pedestrian control.</p> <p>Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s).</p> <p>Officer's reports require extensive corrections and revision in order to meet standards.</p>
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Employee maintains appearance consistent with the department's policy and procedure.</p>	<p>Officer's uniform is clean.</p> <p>Officer's personal appearance reflects positively on the Department.</p> <p>Officer is clean shaven at the beginning/end of each shift.</p> <p>Officer's exterior vest cover is neat and clean.</p>	<p>Officer's uniform is un-kept.</p> <p>Officer is unshaven.</p> <p>Officer's uniform is not neatly pressed.</p> <p>Officer's uniform color is faded.</p> <p>Officer's exterior vest cover is worn and/or dirty.</p>
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.</p>	<p>Officer understands assigned duties and responsibilities as well as their role with the Department.</p> <p>Officer does not require direction or instruction beyond what would be expected of an officer.</p>	<p>Officer resists direction.</p> <p>Officer does not accept some assigned tasks without complaints.</p>

DETECTIVE SUPPLEMENT

13. Case Follow up-Investigation-Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Detective's competence to accurately conduct follow-up investigations on criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol;	<p>Detective's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Detective proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Detective's reports are infrequently returned for correction/revision</p>	<p>Detective's reports are incomplete and inaccurate for information and facts.</p> <p>Detective is unable to complete reports and forms</p> <p>Detective fails to review field notes.</p> <p>Detective's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Detective's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Detective's reports are not completed in an acceptable time frame.</p>
14. Investigational Case Building	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates the Detective's ability to build a case with the evidence provided and clear the case in an appropriate manner.	<p>Detective is able to gather evidence in an efficient and timely manner.</p> <p>Detective utilizes appropriate resources.</p> <p>Detective is able to appropriately clear assigned cases through prosecution or other means.</p>	<p>Detective lacks associated responsibilities to build a case.</p> <p>Detective is unaware of how to properly resources.</p> <p>Detective is not able to appropriately clear assigned cases.</p>
15. Use of Technology/innovation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates the Detective's use of technological advances and innovations.	Detective utilizes available application of technology to assist in case development.	Detective resists the application of technology to assist in case development.
16. Patrol/Investigation Communication	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
The Detective recognizes to facilitate communication between the Patrol and Investigation divisions	<p>Detective responds to questions and concerns brought to their attention through patrol in a timely manner.</p> <p>Detective conveys necessary case, officer safety, and other pertinent information to the patrol division in an appropriate and timely manner</p>	Detective fails to respond to questions and concerns brought to their attention through patrol in a timely manner.
17. Crime Scene Management	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands how to appropriately assess emergency situations in accordance to departmental policy and procedure.	<p>The employee is prepared for any situation that may arise.</p> <p>The employee demonstrates a course of action and assigns employees and resources in a manner to address the crises within the scope of their authority.</p> <p>The employee understands their role and conveys professionalism to other employees and the public.</p>	<p>The employee fails to demonstrate professionalism in processing emergency situations and instead seeks to deflect responsibility to others.</p> <p>The employee does not effectively utilize resources in accordance with departmental procedures.</p>

DOES NOT MEET EXPECTATIONS (Comments)

1.	Interpersonal Relationships
2.	Jurisdictional Geography and Orientation
3.	Motor Vehicle Operation and Use of Emergency Equipment
4.	Telecommunication Protocols and Skills
5.	Directed Patrol Strategies/Self-Initiated Field Activity
6.	Patrol Tactics (Safety)
7.	Criminal Statutes/Ordinances
8.	Information Processing — Case Building Reporting
9.	Problem Solving and Decision Making
10.	Traffic Enforcement and Scene Management/Investigation
11.	Appearance
12.	Acceptance of Supervision

13.	Case Follow Up-investigation-Reporting
14.	investigational Case Building
15.	Use of Technology/innovation
16.	Patrol/investigation Communication
17.	Crisis Management

SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____

Date: _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER. IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____

Date: _____

CHIEF OF POLICE

Comments: attach additional sheet if necessary):

Signature: _____

Date: _____

SERGEANT EVALUATION

Name / Rank:

Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	<p>The Officer establishes a climate of mutual trust and rapport with persons.</p> <p>Officer does not enter into situations with predetermined beliefs and opinions.</p> <p>Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs.</p> <p>Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors.</p> <p>Officer seeks assistance and does not hesitate to ask questions and seek clarification</p> <p>Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling.</p> <p>Officer becomes verbally and/or non-verbally defensive; is reluctant to request/seek clarification/assistance necessary for corrective action.</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment, cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	<p>Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions.</p> <p>Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.</p>	<p>Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slowly while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors.</p> <p>Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations, and events while simultaneously operating emergency equipment.</p>
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	<p>Officer effectively responds to radio / computer in an accurate, brief, and clear fashion.</p> <p>Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response.</p> <p>Officer utilizes appropriate codes and procedures when transmitting and receiving information/data, is not discourteous.</p> <p>Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.</p>	<p>Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses' transmissions of other law enforcement units and fails to promptly self-initiate backup response.</p> <p>Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting, cuts off messages. Officer's radio transmissions are not clear, speaks too fast and/or too slowly, and takes excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.</p>
5. Directed Patrol Strategies/Self-Initiated Field Activity	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.	<p>Officer anticipates trends and patterns of recurring incidents and potential problem areas.</p> <p>Officer utilizes data during uncommitted patrol times to initiate extra patrol.</p> <p>Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution.</p> <p>Officer communicates information pertinent to the patrol beat and sector.</p>	<p>Officer fails to identify high crime areas requiring extra attention.</p> <p>Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan.</p> <p>Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances, or activities).</p> <p>Officer avoids taking action.</p>
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operation tactics Within Agency guidelines	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving, and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search, and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>
8. Information Processing — Case Building Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	<p>Officer's reports contain the essential information by documenting the vents in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
9. Problem Solving and Decision Making	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	<p>Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.</p>	<p>Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action.</p> <p>Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s).</p> <p>Officer fails to utilize problem solving and decision making components or consider alternative options for resolving situations.</p> <p>Officer is unable to determine agency guidelines to facilitate problem-situation resolution.</p>
10. Traffic Enforcement and Scene Management/Investigation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	<p>Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations.</p> <p>Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable.</p> <p>Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.</p>	<p>Officer fails to take safe, effective command of vehicle/pedestrian control.</p> <p>Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s).</p> <p>Officer's reports require extensive corrections and revision in order to meet standards.</p>
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	<p>Officer's uniform is clean.</p> <p>Officer's personal appearance reflects positively on the Department.</p> <p>Officer is clean shaven at the beginning/end of each shift.</p> <p>Officer's exterior vest cover is neat and clean.</p>	<p>Officer's uniform is un-kept.</p> <p>Officer is unshaven.</p> <p>Officer's uniform is not neatly pressed.</p> <p>Officer's uniform color is faded.</p> <p>Officer's exterior vest cover is worn and/or dirty.</p>
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	<p>Officer understands assigned duties and responsibilities as well as their role with the Department.</p> <p>Officer does not require direction or instruction beyond what would be expected of an officer.</p>	<p>Officer resists direction.</p> <p>Officer does not accept some assigned tasks without complaints.</p>

SERGEANTS SUPPLEMENT

Employee Monitoring	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands that it is their responsibility to directly track the performance and activity of reporting Officers.	<p>Tracks performance and activities of officers.</p> <p>Acknowledges accomplishments and deficiencies and takes the appropriate action to remedy deficiencies before it escalates and acknowledges accomplishments in a timely manner.</p> <p>Provides appropriate mentoring to ensure compliance.</p>	<p>Fails to track the performance and activity of officers.</p> <p>Fails to acknowledge accomplishments of reporting Officers. Does not provide mentoring or when the situation dictates.</p>
Evaluation of Employees	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Conduct annual performance evaluations in a complete and concise manner. Evaluations should include positive feedback to help encourage employee development.	<p>Provides reporting Officer with instructional feedback on performance.</p> <p>Documentation is provided to support the evaluation if necessary.</p> <p>While formally required on an annual basis, supervisors are encouraged to provide feedback during the six (6) month interview..</p>	<p>The supervisor provides no feedback to the employee to encourage development.</p> <p>Evaluations fail to provide the employee with any counseling and performance feedback.</p>
Crisis Management	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Employee understands how to appropriately assess emergency situations in accordance to departmental policy and procedure.	<p>The employee is prepared for any situation that may arise.</p> <p>The employee demonstrated a course of action and assigns employees and resources in a manner to address the crises within the scope of their authority.</p> <p>The employee understands their role and conveys professionalism to other employees and the public.</p>	<p>The employee fails to demonstrate professionalism in handling emergency situations and instead seeks to deflect responsibility to others.</p> <p>The employee does not effectively utilize resources in accordance with departmental procedures</p>
Resource Delegation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee manages task appropriately and is able to delegate work assignments to reporting officers	<p>Consistently, where appropriate demonstrates delegation of responsibilities.</p> <p>Has knowledge of Officers capabilities, interests and aptitudes</p>	Has difficulty in assigning/fails to assign Officers to appropriate responsibilities, work tasks.
Accountability	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands that they are responsible for their own decisions as well as the actions of reporting Officers	Takes responsibility for their decisions and actions of reporting Officers.	The employee does not accept responsibility for decisions and outcomes.

The employer may not, for purposes of evaluating a law enforcement officer's job performance, compare the number of citations or warnings issued by the officer to the number of citations or warnings issued by another officer.

This evaluation period is designated from the month of May to May

Employee's Signature _____ Star # _____ Date _____

Supervisor's Signature _____ Star # _____ Date _____

Employee's Comments (Employee may comment on all or any part of the information on this document, including the evaluation process)

I request to appeal this evaluation ☐ YES ☐ NO

EXCEEDS EXPECTATIONS (Comments)

1. Interpersonal Relationships	
2. Jurisdictional Geography and Orientation	
3. Motor Vehicle Operation and Use of Emergency Equipment	
4. Telecommunication Protocols and Skills	
5. Directed Patrol Strategies/Self-Initiated Field Activity	
6. Patrol Tactics (Safety)	
7. Criminal Statutes/Ordinances	
8. Information Processing — Case Building — Reporting	
9. Problem Solving and Decision Making	
10. Traffic Enforcement and Scene Management/Investigation	
11. Appearance	
12. Acceptance of Supervision	
13. Employee Monitoring	

14. Evaluation of Employees	
15. Crisis Management	
16. Resource Delegation	
17. Accountability	

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships	
2. Jurisdictional Geography and Orientation	
3. Motor Vehicle Operation and Use of Emergency Equipment	
4. Telecommunication Protocols and Skills	
5. Directed Patrol Strategies/Self-Initiated Field Activity	
6. Patrol Tactics (Safety)	
7. Criminal Statutes/Ordinances	
8. Information Processing — Case Building Reporting	

9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision
13. Employee Monitoring
14. Evaluation of Employees
15. Crisis Management
16. Resource Delegation
17. Accountability

EXHIBIT C – Reimbursable Costs

Itemization of Estimated Willowbrook Police Department Reimbursable Costs and Authorization for Withholding from Officer's Wages and Final Compensation

Training Academy Tuition	\$6,020.00
Ballistic Vest	\$ 699.00
Field Training Officer's Compensation 1 hour per day = 80 hours	
80 hours @ Step 2 hourly rate (\$50.77)	\$4,061.60
TOTAL	\$10,780.60

COMPLETED MONTHS OF SERVICE	% OF COST TO BE REPAID	AMOUNT
0-3 months of service	100%	
4-9 months of service	75%	
10-15 months of service	50%	
16-20 months of service	25%	
20-24 months of service	15%	

I, _____, hereby authorize the Village of
(Print employee's name)

Willowbrook, as authorized by 820 ILCS 115/9, to deduct from my wages and/or final compensation, the amount set forth hereinabove, in the event that I cease employment with the Village of Willowbrook within 24 months of the commencement of my employment, pursuant to Section 18.16 of the collective bargaining agreement governing my employment.

Employee's signature

Date: _____

* These figures are approximate and are based upon the best information available at the time that this document was prepared in 2019. At the time of execution of this authorization, these figures will be recalculated using the actual costs incurred by the Village of Willowbrook at the time of execution.

EXHIBIT D - Supervisor's Observation Report Form for Reasonable Suspicion

Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed prior to testing.

Employee's Name: _____

Date and Time of Incident: _____

Location of Incident: _____

Describe the Incident in Detail: _____

OBSERVATIONS

Breath/Odor: () Alcohol Smell () Drug Smell () Strong () Moderate () Faint
() None

Eyes: () Bloodshot () Glassy () Normal () Watery () Other
() Heavy Eyelids () Fixed Pupils () Dilated Pupils () Clear

Speech: () Confused () Stuttered () Thick-Tongued () Mumbled
() Fair () Slurred () Good () Not Understandable
() Other _____

Attitude: () Excited () Combative () Mood Changes () Indifferent () Talkative
() Insulting () Care-Free () Nervous () Cooperative () Sleepy
() Profane () Polite () Unusually Quiet () Disoriented () Other

Unusual () Hiccoughing () Belching () Vomiting () Fighting () Crying
Action: () Laughing () Hearing Things () Seeing Things () Blackouts () Other

Balance: () Needs Support () Falling () Poor Coordination () Swaying () Other

Walking: () Falling () Staggering () Stumbling () Swaying () Other

Turning: () Falling () Staggering () Stumbling () Swaying () Hesitant
() Other _____

Appearance: () Altered () Flushed Face () Blank Stare () Disheveled Clothing
() Tremors/Shakes () Needle Marks () Other _____

MEMORANDUM OF UNDERSTANDING – Canine Officers

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

For the Illinois Fraternal Order of Police,
Labor Council:

Kevin S. Krug Date
Kevin S. Krug
FOP Field Supervisor

For the Village of Willowbrook:

Frank A. Trilla 8/27/13 Date
Frank A. Trilla
Mayor

Timothy J. Kobler 08-23-13 Date
Timothy J. Kobler

Leroy Hansen 8-26-13 Date
Leroy Hansen
Village Clerk

Robert R. Schaller 08-23-13 Date
Robert R. Schaller

Village Seal:



Arthur Svehla 08-23-13 Date
Arthur Svehla

Officer Acknowledgement: Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.

Canine Officer 8-23-13 Date
Canine Officer

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____, hereby authorize my Employer, the Village of Willowbrook, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-Mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: Village of Willowbrook

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP FOUR - REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



