

## 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, SEPTEMBER 9, 2024 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting August 26, 2024  
(APPROVE)
  - c. Warrants \$561,923.75
  - d. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A FIRST EXTENDED MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
  - e. PUBLIC WORKS SNOW PLOWING EQUIPMENT UPGRADES
    - i. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND IN THE AMOUNT OF \$32,011.25 FOR THE PURCHASE AND INSTALLATION OF ANTI-ICING AND DE-ICING EQUIPMENT (PASS)
    - ii. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF FOUR (4) PRE-WET LIQUID SYSTEMS THROUGH MONROE TRUCK EQUIPMENT INC. AT A TOTAL COST NOT TO EXCEED \$26,157.00 (PASS)
    - iii. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF ONE (1) CAMION LIQUID SPRAY SYSTEM AND TWO (2) CAMION STORAGE TANKS THROUGH KAPLAN PAVING, LLC D/B/A KAPLAN LIQUID SOLUTIONS AT A TOTAL COST NOT TO EXCEED \$25,854.25 (PASS)

NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN PROPERTYROOM.COM AND THE VILLAGE OF WILLOWBROOK TO PROVIDE ASSET DISPOSITION SERVICES FOR PROPERTY SCHEDULED FOR DISPOSAL FROM THE WILLOWBROOK POLICE DEPARTMENT (ADOPT)
7. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NATIONAL WASH AUTHORITY, LLC D/B/A MIDWEST MOBILE WASHERS FOR THE EXTERIOR CLEANING OF TWO (2) 500,000 GALLON WATER TOWERS AND ONE 3,000,000 GALLON STANDPIPE TOWER IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$29,240.00 (PASS)
8. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 6200-6220 CLARENDON HILLS ROAD - CLARENDON COVE SUBDIVISION (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 26, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

Also present were Public Works Foreman AJ Passero and Gretchen Boerwinkle

ABSENT: NONE.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. MOTION

Motion - Board Advise and Consent to the Mayor's Appointment of Gretchen Boerwinkle to Fill the Vacancy in the Office of the Village Clerk (PASS)

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the appointment of Gretchen Boerwinkle to fill the vacancy in the Village Clerk's office.

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

MOTION DECLARED CARRIED

5. OATH OF OFFICE

a. VILLAGE CLERK - GRETCHEN BOERWINKLE

b. PATROL OFFICER - ERICA CERVERA

Mayor Trilla administered the Oaths of Office to Clerk Gretchen Boerwinkle and Officer Erica Cervera. The Mayor and the Board offered their congratulations and welcomed them to the Village.

6. PUBLIC HEARING

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

Mayor Trilla read the statement below:

*I call to order the public hearing on the proposed expansion of the boundaries of the Route 83 / Plainfield Road Business District to include the West Expansion Area and the East Expansion Area, to approve related Business District Plan amendments, and to impose an additional 1% Business District Retailers' Occupation Tax and Business District Service Occupation Tax therein. This hearing is held as required by Section 6(f) of the Business District Development and Redevelopment Law. Notice of the hearing was published in the newspaper as required by law. The purpose of the hearing is for the Village Board to consider an expansion of the boundaries of the Business District, whether to approve related amendments to the Business District Plan, and whether to impose the additional 1% Business District taxes therein.*

*The public hearing will start with a presentation by Village staff, then public comments, then questions and comments from the Village Board, and we will then finally adjourn the hearing.*

Administrator Halloran reviewed the background and action required as outlined in the agenda packet.

After calling for public comment, there were none present who wished to speak.

There were no questions or comments from the Board.

In conclusion, the Mayor noted that having heard from the public and Village Board and entertained a motion to finally adjourn this public hearing.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the public hearing.

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

MOTION DECLARED CARRIED

7. VISITORS' BUSINESS

None present and no written comments were received.

8. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting August 12, 2024 (APPROVE)
- c. Warrants \$ 213,928.62
- d. EXPANSION OF THE ROUTE 83 / PLAINFIELD ROAD BUSINESS DISTRICT
  - i. ORDINANCE NO. 24-O-20 - AN ORDINANCE AMENDING THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND APPROVING A RELATED AMENDMENT TO THE BUSINESS DISTRICT PLAN (PASS)
  - ii. ORDINANCE NO. 24-O-21 - AN ORDINANCE IMPOSING A BUSINESS DISTRICT RETAILERS' OCCUPATION TAX AND A BUSINESS DISTRICT SERVICE OCCUPATION TAX WITHIN THE AMENDED BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK (PASS)
- e. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND FOR THE STORMWATER MASTER PLAN (PASS)
- f. ORDINANCE NO. 24-O-22 - AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF PROPERTY (815 79th Street) (PASS)
- g. RESOLUTION NO. 24-R-50 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT BY AND BETWEEN SB FRIEDMAN DEVELOPMENT ADVISORS, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 9. RESOLUTION NO. 24-R-51 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM ORBIS SOLUTIONS, INC. TO PROVIDE CERTAIN TECHNOLOGY UPGRADES TO THE VILLAGE OF WILLOWBROOK FOR ITS EMERGENCY OPERATIONS CENTER AT A COST NOT TO EXCEED \$58,796.25

Chief Kaspar indicated that the Crisis Management Team consists of key Village department heads and staff designated to manage the EOC upon

activation during a prolonged Village critical incident. The Crisis Management Team has begun to meet regularly at the EOC to test the capabilities in the event of a critical incident. Upgrades to the EOC will serve to improve the team's capabilities during a Village critical incident. The upgrades are budgeted under the current fiscal year capital improvement plan.

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

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

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 24-R-51 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 24-R-52 - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS WITH THE REPLACEMENT OF THREE (3) PEDESTRIAN BRIDGES ON CREEKSIDE PARK NATURE TRAIL, BETWEEN MADISON STREET AND GRANT STREET, WILLOWBROOK, ILLINOIS(ADOPT)

Mr. Arteaga indicated this resolution is the first step in applying for an ITEP (Illinois Transportation Enhancement Program) grant through the Illinois Department of Transportation (IDOT) for use in the Creekside Park Redevelopment Project to replace three pedestrian bridges.

The ITEP grant will provide, if awarded, up to \$240,000 in funds for the project's completion on an 80/20 cost sharing basis between the

Village and IDOT. The Village engineer estimated that the three pedestrian bridges would cost \$100,000 each to replace, for a total of \$300,000.

Trustee Neal commented that she received a public comment complimenting the work being done at Creekside Parks and that it looks 100% better than before. Thank you to the staff for a job well done. Mr. Arteaga added his thanks to the Public Works and Parks staff particularly for their ongoing work.

Trustee Davi asked if Willowbrook is the part of the DuPage bicycle trail system. Mr. Arteaga stated that the Southern DuPage County Trail runs along 75<sup>th</sup> street and goes through Borse Park and is unrelated to this project. Director Kleefisch added that the Creekside Park bridges would help better connect the Waterford and Rogers Farm neighborhoods.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 24-R-52 as presented.

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

MOTION DECLARED CARRIED

Before moving on to the Trustee reports, Mayor Trilla presented Clerk Deborah Hahn with an award to thank her for her years of service to the Village. Deborah has been a loyal, kind, and giving member of the Willowbrook family during her years of service with the police department, the Village, and as an elected official.

Clerk Hahn thanked the Mayor and staff and introduced her family who gave her support throughout her career. She also thanked her former colleagues from the Police Department, Lori [Rinella] and Laurie [Schmitz].

MOTION DECLARED CARRIED

#### PRIOR BUSINESS

##### 11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin had no report but welcomed the new clerk, Gretchen [Boerwinkle] and said goodbye to Deborah [Clerk Hahn].

13. CLERK'S REPORT

Clerk Boerwinkle had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halloran welcomed Clerk Boerwinkle to her new role. He thanked the Police Department for earning the \$77,000 grant for combatting organized retail crime. He also thanked Parks and Recreation and the Police Department for the event this past Saturday, Cops and Bobbers, and informed the group that Deputy Kadolph caught a large fish.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. EXECUTIVE SESSION

5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting and recess to closed session at the hour of 6:59 p.m.

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

MOTION DECLARED CARRIED

17. ADJOURNMENT

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

September 9 \_\_, 2024

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.



W A R R A N T S

September 9, 2024

GENERAL CORPORATE FUND	-----	\$	252,912.94
WATER FUND	-----	\$	271,515.42
CAPITAL PROJECT FUND	-----	\$	32,495.39
17 SERIES 2022 BOND	-----	\$	5,000.00
TOTAL WARRANTS	-----	\$	561,923.75

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
08/30/2024	APCH	396(E) #	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	132.91
				FUEL/MILEAGE/WASH	550-303	20	2.00
				FUEL/MILEAGE/WASH	630-303	30	7,827.35
				FUEL/MILEAGE/WASH	630-303	30	(57.86)
				FUEL/MILEAGE/WASH	710-303	35	1,884.02
				FUEL/MILEAGE/WASH	810-303	40	2.00
				CHECK APCHK 396(E) TOTAL FOR FUND 01:			9,790.42
09/09/2024	APCH	102407#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,103.95
				INTERNET/WEBSITE HOSTING	460-225	10	237.02
				INTERNET/WEBSITE HOSTING	640-225	30	3,730.55
				INTERNET/WEBSITE HOSTING	715-225	35	237.13
				INTERNET/WEBSITE HOSTING	715-225	35	237.02
				INTERNET/WEBSITE HOSTING	715-225	35	237.02
				INTERNET/WEBSITE HOSTING	715-225	35	237.02
				CHECK APCHK 102407 TOTAL FOR FUND 01:			6,019.71
09/09/2024	APCH	102408	ACH TITLE	SUMMER RECREATION FEES	310-815	00	50.00
09/09/2024	APCH	102409	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
09/09/2024	APCH	102410	ADOBE SYSTEMS INC	EDP LICENSES	460-263	10	827.80
09/09/2024	APCH	102412	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	3,334.00
09/09/2024	APCH	102414	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	574.00
09/09/2024	APCH	102415	BIANCA CIFALDI	SUMMER RECREATION FEES	310-815	00	50.00
09/09/2024	APCH	102416	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	2,336.66
09/09/2024	APCH	102418	BRENNAN DALY	SUMMER RECREATION FEES	310-815	00	100.00
09/09/2024	APCH	102419	BURR RIDGE PARK DISTRICT	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	4,307.50
				SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	346.50
				CHECK APCHK 102419 TOTAL FOR FUND 01:			4,654.00
09/09/2024	APCH	102420	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS	765-685	35	298.09
				STREET IMPROVEMENTS	765-685	35	1,233.00
				STREET IMPROVEMENTS	765-685	35	900.00
				CHECK APCHK 102420 TOTAL FOR FUND 01:			2,431.09
09/09/2024	APCH	102421#	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	233.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE	725-410	35	762.80
				CHECK APCHK 102421 TOTAL FOR FUND 01:			996.20
09/09/2024	APCH	102422	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10	108.00
09/09/2024	APCH	102423	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	2,157.66
				ENGINEERING SERVICES	820-262	40	358.00
				ENGINEERING SERVICES	820-262	40	825.50
				CHECK APCHK 102423 TOTAL FOR FUND 01:			3,341.16
09/09/2024	APCH	102424	COMED	ENERGY - STREET LIGHTS	745-207	35	563.43
09/09/2024	APCH	102425	DAN BORNSTEIN	SUMMER RECREATION FEES	310-815	00	175.00
09/09/2024	APCH	102426	EAGLE UNIFORM	UNIFORMS	630-345	30	215.00
09/09/2024	APCH	102427*#	FALCO'S LANDSCAPING INC	LANDSCAPE MAINTENANCE SERVICES	565-342	20	8,500.00
				STREET IMPROVEMENTS	765-685	35	4,650.00
				STREET IMPROVEMENTS	765-685	35	3,960.00
				STREET IMPROVEMENTS	765-685	35	6,840.00
				STREET IMPROVEMENTS	765-685	35	4,680.00
				STREET IMPROVEMENTS	765-685	35	5,400.00
				CHECK APCHK 102427 TOTAL FOR FUND 01:			34,030.00
09/09/2024	APCH	102428#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	1,651.46
				MAINTENANCE - BUILDING	630-228	30	678.08
				CHECK APCHK 102428 TOTAL FOR FUND 01:			2,329.54
09/09/2024	APCH	102429	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	25.00
09/09/2024	APCH	102430	HIGH STAR TRAFFIC	ROAD SIGNS	755-333	35	447.10
				ROAD SIGNS	755-333	35	325.70
				ROAD SIGNS	755-333	35	358.35
				CHECK APCHK 102430 TOTAL FOR FUND 01:			1,131.15
09/09/2024	APCH	102431	HOLLY SINE-RAMSDELL	ACTIVE ADULT PROGRAM	590-517	20	279.50
09/09/2024	APCH	102432	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	11,215.00
09/09/2024	APCH	102433*#	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE - BUILDING	466-228	10	16.75
09/09/2024	APCH	102434	KAREN GRANT	SUMMER RECREATION FEES	310-815	00	75.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/09/2024	APCH	102435	KAREN PITTRO	ACTIVE ADULT PROGRAM	590-517	20	220.00
09/09/2024	APCH	102437#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 102437 TOTAL FOR FUND 01:			600.00
09/09/2024	APCH	102438*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	13,650.00
09/09/2024	APCH	102439	LAW ENFORCEMENT RECORDS MNGRS IL	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
09/09/2024	APCH	102442#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	46.09
				NICOR GAS (825 MIDWAY)	570-235	20	45.91
				NICOR GAS (7760 QUINCY)	630-235	30	168.26
				CHECK APCHK 102442 TOTAL FOR FUND 01:			260.26
09/09/2024	APCH	102443*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	720-245	35	617.50
09/09/2024	APCH	102444	NUTOYS LEISURE PRODUCTS	MAINTENANCE - EQUIPMENT	570-411	20	63.75
09/09/2024	APCH	102445	ORBIS SOLUTIONS	EDP LICENSES	640-263	30	750.00
09/09/2024	APCH	102446#	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	725.00
				EDP EQUIPMENT/SOFTWARE	555-212	20	1,450.00
				EDP EQUIPMENT/SOFTWARE	555-212	20	300.00
				EDP EQUIPMENT/SOFTWARE	555-212	20	20.00
				EDP EQUIPMENT/SOFTWARE	555-212	20	250.00
				EDP EQUIPMENT/SOFTWARE	555-212	20	35.00
				INFORMATIONAL TECH SERVICES	555-308	20	725.00
				EDP LICENSES	640-263	30	4,080.00
				EDP LICENSES	640-263	30	100.00
				INFORMATIONAL TECH SERVICES	640-308	30	725.00
				EDP EQUIPMENT/SOFTWARE	715-212	35	1,100.00
				EDP EQUIPMENT/SOFTWARE	715-212	35	300.00
				EDP EQUIPMENT/SOFTWARE	715-212	35	20.00
				INFORMATIONAL TECH SERVICES	715-308	35	700.00
				INFORMATIONAL TECH SERVICES	815-308	40	725.00
				CHECK APCHK 102446 TOTAL FOR FUND 01:			11,255.00
09/09/2024	APCH	102448#	ORBIS SOLUTIONS	CONSULTING	455-306	10	31,896.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				INFORMATIONAL TECH SERVICES	640-308	30	35,277.74
				CHECK APCHK 102448 TOTAL FOR FUND 01:			67,173.74
09/09/2024	APCH	102449#	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	19.00
				OFFICE SUPPLIES	710-301	35	44.00
				CHECK APCHK 102449 TOTAL FOR FUND 01:			63.00
09/09/2024	APCH	102450	PAM ROHRBACHER	SUMMER RECREATION FEES	310-815	00	50.00
09/09/2024	APCH	102451	PATRICK BAIO	ACTIVE ADULT PROGRAM	590-517	20	235.50
09/09/2024	APCH	102452	PAULA LOUISE	SUMMER RECREATION FEES	310-815	00	150.00
09/09/2024	APCH	102453	PHIL MRZLAK	SUMMER RECREATION FEES	310-815	00	50.00
09/09/2024	APCH	102454*#	RAGS ELECTRIC, INC	CONTINGENCIES	490-799	10	6,146.00
09/09/2024	APCH	102455	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	240.18
				OPERATING EQUIPMENT	630-401	30	669.65
				OPERATING EQUIPMENT	630-401	30	635.67
				CHECK APCHK 102455 TOTAL FOR FUND 01:			1,545.50
09/09/2024	APCH	102456	RICH VILLA	SUMMER RECREATION FEES	310-815	00	225.00
09/09/2024	APCH	102457	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	294.87
09/09/2024	APCH	102458	SB FRIEDMAN DEVEL. ADVISORS, LLC	CONTINGENCIES	490-799	10	7,731.99
09/09/2024	APCH	102459#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,558.13
				ROUTE 83 BEAUTIFICATION	755-281	35	10,558.12
				CHECK APCHK 102459 TOTAL FOR FUND 01:			21,116.25
09/09/2024	APCH	102460	SIGNS NOW	OFFICE SUPPLIES	455-301	10	43.90
09/09/2024	APCH	102461	SUSANA RUANO	SUMMER RECREATION FEES	310-815	00	50.00
09/09/2024	APCH	102462*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	1,890.00
09/09/2024	APCH	102463	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	100.00
09/09/2024	APCH	102464	TRAFFIC CONTROL CORPORATION	ROAD SIGNS	755-333	35	360.00
09/09/2024	APCH	102466*#	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35	5,600.00
				JET CLEANING CULVERT	750-286	35	(4,800.00)

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				JET CLEANING CULVERT	750-286	35	3,300.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,900.00
				CHECK APCHK 102466 TOTAL FOR FUND 01:			8,000.00
09/09/2024	APCH	102467	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35	4,100.00
				JET CLEANING CULVERT	750-286	35	4,000.00
				CHECK APCHK 102467 TOTAL FOR FUND 01:			8,100.00
09/09/2024	APCH	102470	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	466-228	10	88.30
09/09/2024	APCH	102471	WESLEY ZABA	SUMMER RECREATION FEES	310-815	00	125.00
09/09/2024	APCH	102472#	WEST CENTRAL MUNICIPAL CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	350.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	175.00
				TRAINING	555-304	20	175.00
				FEES/DUES/SUBSCRIPTIONS	710-307	35	575.00
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	175.00
				CHECK APCHK 102472 TOTAL FOR FUND 01:			1,450.00
09/09/2024	APCH	102473	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	13,655.64
				Total for fund 01 GENERAL FUND			252,912.94

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/09/2024	APCH	102411	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	235.05
				PHONE - TELEPHONES	401-201	50	394.89
				PHONE - TELEPHONES	401-201	50	273.03
				CHECK APCHK 102411 TOTAL FOR FUND 02:			902.97
09/09/2024	APCH	102413	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	740.00
09/09/2024	APCH	102417	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
09/09/2024	APCH	102427*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,880.00
				SPOILS HAULING SERVICES	430-280	50	8,250.00
				SPOILS HAULING SERVICES	430-280	50	8,250.00
				STREET IMPROVEMENTS SERVICES	430-281	50	6,300.00
				CHECK APCHK 102427 TOTAL FOR FUND 02:			25,680.00
09/09/2024	APCH	102433*#	INDUSTRIAL ELECTRICAL SUPPLY	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	59.68
09/09/2024	APCH	102436	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,001.28
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,660.28
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,261.60
				CHECK APCHK 102436 TOTAL FOR FUND 02:			9,923.16
09/09/2024	APCH	102438*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	9,100.00
09/09/2024	APCH	102441	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
09/09/2024	APCH	102462*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	38.70
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	289.80
				STREET IMPROVEMENTS SERVICES	430-281	50	35.98
				STREET IMPROVEMENTS SERVICES	430-281	50	201.60
				CHECK APCHK 102462 TOTAL FOR FUND 02:			566.08
09/09/2024	APCH	102465	TWIG TECHNOLOGIES & RUETTIGER,	GIS	460-213	50	10,520.80
09/09/2024	APCH	102466*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,125.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,200.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,400.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,200.00
				STREET IMPROVEMENTS SERVICES	430-281	50	5,200.00
				CHECK APCHK 102466 TOTAL FOR FUND 02:			25,125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/09/2024	APCH	102468	USABLUBOOK	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	472.64
09/09/2024	APCH	102469	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	944.59
				POSTAGE & METER RENT	401-311	50	905.74
CHECK APCHK 102469 TOTAL FOR FUND 02:							1,850.33
09/09/2024	APCH	397 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	185,936.76
Total for fund 02 WATER FUND							271,515.42



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount	
Fund: 10 CAPITAL PROJECT FUND								
09/09/2024	APCH	102443*#	NOVOTNY ENGINEERING	MIDWAY PARK UPGRADE	600-342	55	6,090.00	
				CREEKSIDE PARK IMPROVEMENTS	600-345	55	10,420.00	
				BORSE PARK PHASE II	600-347	55	4,287.50	
				BORSE PARK PHASE II	600-347	55	2,012.00	
				CHECK APCHK 102443 TOTAL FOR FUND 10:				22,809.50
09/09/2024	APCH	102454*#	RAGS ELECTRIC, INC	MIDWAY PARK UPGRADE	600-342	55	8,787.72	
				MIDWAY PARK UPGRADE	600-342	55	898.17	
				CHECK APCHK 102454 TOTAL FOR FUND 10:				9,685.89
				Total for fund 10 CAPITAL PROJECT FUND				32,495.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
09/09/2024	APCH	102440	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,000.00
				Total for fund 17 SERIES 2022 BOND			5,000.00
TOTAL - ALL FUNDS							561,923.75

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



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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.d.**

**DATE: September 9, 2024**

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A FIRST EXTENDED MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

### STAFF REPORT

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

### PURPOSE AND ACTION REQUESTED

A Resolution adopting a First Extended Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to continue a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2025 (i.e., January 20, 2025, through January 18, 2026).

### BACKGROUND/SUMMARY

In August of 2023, representatives of the Union requested to discuss the possibility of implementing a trial period in which the patrol division would be assigned to work twelve (12) hour shifts. After several meetings with Village staff to discuss the impacts of twelve (12) hour shifts, it was determined that exploring a twelve (12) hour shift trial period would be beneficial.

The proposed work cycle was the “Pitman Schedule” which consists of a two-week cycle where each team works two consecutive shifts, followed by two days off duty, works three consecutive shifts, followed by two days off duty, works two consecutive shifts, followed by three days off duty. Two squads are assigned day shifts, and two squads are assigned night shifts.

An example of the Pitman schedule is:

Squad 1: DD-OO-DDD | OO-DD-OOO

Squad 2: NN-OO-NNN | OO-NN-OOO

Squad 3: OO-DD-OOO | NN-OO-NNN

Squad 4: OO-NN-OOO | DD-OO-DDD

The Pitman schedule is a popular schedule because police officers receive every other weekend off. The Pitman schedule provides 24-hour coverage by rotating four squads and two 12-hour shifts.

This schedule provides many pros for officers as no officer will be scheduled to work more than three (3) consecutive days and all officers will be scheduled a three (3) day weekend every other week. Currently many



law enforcement agencies are facing major issues pertaining to recruitment and retention of officers. Staff believes the structure of the Pitman Schedule will assist with mitigating these issues.

In addition to the benefits for personnel, staff surveyed neighboring communities to determine how the implementation of twelve (12) hour shifts affected overtime costs. Of the towns surveyed, Oak Brook, Darien, Warrenville, and Clarendon Hills returned information. In the years following the implementation of twelve (12) hour shifts, all four (4) communities had reductions in overtime expenditures with some outlying fluctuation.

Armed with that information and feedback, Village staff and legal counsel drafted options for an alternative twelve (12) hour work schedule that would provide both employees and administration with the benefits afforded by such a schedule. After the options were drafted, staff met with Union representatives and provided them with the information to bring back to the members of the Union.

On October 23, 2023 the members of the Union voted to accept the options as provided by Village staff and expressed their desire to draft a Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (i.e., January 22, 2024 through January 19, 2025).

In November of 2023 the Village Board approved the Memorandum of understanding for a 12-hour shift trial. The main points of the current executed Memorandum of Understanding are as follows:

**Work Schedule for Patrol Division:** The normal workday for patrol officers and sergeants assigned to the alternative work schedule shall be twelve (12) hours, and such employees shall be scheduled to work seven normal workdays (84 hours) in such fourteen (14) day work cycle. Members assigned to such specialty assignments shall remain on a schedule of eighty (80) regular hours in a fourteen (14) day work cycle.

**Calculation of Rate of Pay:** Covered members who work the alternative schedule (2184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2080) hours. Such covered member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2184) hours.

**Overtime:** For covered members who work the alternative work schedule (12 hour shifts), overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

**Benefit Time:** For covered members who work the alternative work schedule (12 hour shifts), all benefit time (i.e., sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such an alternative work schedule shall have benefit time deducted on an hour-for-hour basis (e.g., twelve hours absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

### UPDATE

In June of 2024 Village staff and representatives from the Collective Bargaining Unit met to discuss potential operational concerns with the current Memorandum of Understanding. At that time, there were a few items discussed related to benefit time, longevity pay, scheduling, and specialty pay compensation. It was agreed by both parties that benefits would be addressed during contract negotiations and for the purposes of a trial, only operational concerns would be addressed.



In the current memorandum, there are five collective bargaining unit members who are assigned to specialty positions that still work eighty (80) hours in a fourteen (14) day work cycle. The salary disparity was discussed for these members, as well as the administrative payroll issues from having multiple overtime calculations. At that time, both parties agreed that the only changes that would be requested to the current Memorandum would be to place all collective bargaining unit members on the alternative work schedule and updates would be made to the trial dates. On August 8th, members of the Collective Bargaining Unit voted to accept the proposed changes and extend the trial period through January 18th, 2026. The draft Memorandum of Understanding is attached for your reference.

**FINANCIAL IMPACT**

Personnel costs associated with the new calculation of base salary due to the eighty-four (84) hour work cycle.

**RECOMMENDED ACTION:**

Adopt the resolution to approve the First Extended Memorandum of Understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to continue a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2025 (i.e., January 20, 2025, through January 18, 2026).

**RESOLUTION NO. 24-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING  
AND APPROVING A FIRST EXTENDED MEMORANDUM OF UNDERSTANDING  
WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**WHEREAS**, the Village of Willowbrook (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”) are parties to a collective bargaining agreement (“Agreement”); and

**WHEREAS**, the Village and Union previously entered into a Memorandum of Understanding in which the parties, the Village and Union, conducted a trial period in which certain patrol officers and sergeants were assigned to twelve (12) hour shifts for the calendar year 2024 (i.e., January 22, 2024 through January 19, 2025); and

**WHEREAS**, the Village and Union are desirous to extend the trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts for the calendar year 2025 (i.e., January 20, 2025 through January 18, 2026).

**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 First Extended Memorandum of Understanding Regarding the Establishment of an “Alternative Work Schedule for Patrol Division,” a copy of which is attached hereto as Exhibit “A”, is hereby approved.

**SECTION 2.** The Village Mayor is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** This Resolution shall be in full force and effect upon its passage as provided by law.

PASSED and APPROVED this 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT A**

**First Extended Memorandum of Understanding**



## **FIRST EXTENDED MEMORANDUM OF UNDERSTANDING**

This First Extended Memorandum of Understanding is entered into by and between the VILLAGE OF WILLOWBROOK (“Village”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (“Union”).

WHEREAS, the Village and the Union previously entered into a Memorandum of Understanding to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (*i.e.*, January 22, 2024 through January 19, 2025) (the “Original MOU”); and

WHEREAS, in accordance with paragraph 15 of the Original MOU, the Village and the Union have mutually agreed to extend the Original MOU, as modified hereinafter.

NOW, THEREFORE, the Village and the Union agree as follows:

1. Non-Precedential Effect of Memorandum. The Village and the Union agree that this First Extended Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union (“Agreement”), nor shall it be considered an amendment to said Agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the Union agree that neither the Village nor the Union may cite or reference this First Extended Memorandum of Understanding, or the trial period referenced herein, as precedent or as a change in the *status quo ante* in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule. The Village shall implement, on a trial basis, an alternative work schedule for all bargaining unit members for the period beginning January 20, 2025 and ending January 18, 2026, subject to this First Extended Memorandum of Understanding.

3. Conditions. The alternative work schedule provided by this First Extended Memorandum shall be in accordance with the following conditions:

A. The work cycle for those bargaining unit members assigned to the alternative work schedule, for purposes of the Fair Labor Standard Act, shall be fourteen (14) days, beginning on a Monday and ending on a Sunday.

B. The normal workday for patrol officers and sergeants assigned to the Patrol Division shall be twelve (12) hours, and such employees shall be scheduled to work seven normal workdays (84 hours) in such fourteen (14) day work cycle. Each twelve (12) hour workday shall include a thirty (30) minute paid meal period and two fifteen (15) minute coffee breaks, which may be combined by the bargaining unit member, for bargaining unit members who work the alternative work schedule, circumstances permitting. Failure to secure said breaks as a result of workload shall not cause the payment of overtime.

C. The normal workday for bargaining unit members who are assigned to specialty units (*i.e.*, Detectives, TAC Officers and DEA-TFO) shall be determined by the Chief of Police, or designee, and such bargaining unit members shall be scheduled to work 84 hours in a fourteen (14) day work cycle.

D. Bargaining unit members in the Patrol Division shall select their shifts (*i.e.*, days or nights), based upon seniority (most senior first, second most senior second, to the least senior), with sergeants selecting separate from patrol officers. In the Patrol Division, assignments to Teams (*i.e.*, Team A, B, C or D) will be made by the Chief of Police or designee, and will be adjusted, in order to ensure appropriate assignment of officers with various specialties (*i.e.*, ET, FTO, etc.). Patrol Division shifts shall not be rotated, but the Village retains the right to reassign officers throughout the trial period to a different shift or Team, as the need arises, in accordance with Section 15.3, Application of Seniority, of the Agreement.

4. Calculation of Rate of Pay. Bargaining unit members who work the alternative schedule (2184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2080) hours. Such bargaining unit member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2184) hours.

5. Overtime. For bargaining unit members who work the alternative work schedule, overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle. Hours that an employee is scheduled off for compensatory time, sick days, holidays or vacation shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay, only when the employee would have otherwise been scheduled to work said hours. Overtime shall be earned in fifteen (15) minute increments.

6. Benefit Time. For bargaining unit members who work the alternative work schedule, all benefit time (*i.e.*, sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such alternative work schedule shall have benefit time deducted on an hour-for-hour basis (*e.g.*, twelve hours absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

7. Vacation Time. For Patrol Division bargaining unit members, any vacation hours selected during the "vacation selection period" for calendar year 2025 shall be taken in 24 hour or 36-hour blocks. Those blocks shall be consistent with the bargaining unit member's schedule (*i.e.*, if a member is scheduled to work two days in a row, he/she must request both days for a total of 24 hours of vacation time used; if a member is scheduled to work three days in a row, he/she must request all three days for a total of 36 hours of vacation time). During the vacation bidding time period, only one bargaining unit member shall be granted vacation time off, per shift, regardless of the impact on manpower requirements. After the close of the vacation bidding period and the posting of the vacation schedule, any requests for time off, whether vacation time or compensatory

time, that would reduce manpower below the minimum requirement shall not be granted, unless approved by the Chief of Police or designee.

8. Holiday Pay. For purposes of implementing Section 7.1 of the parties' collective bargaining agreement, for bargaining unit members assigned to the alternative work schedule, and consistent with paragraph 6 of this First Extended Memorandum, holidays shall be converted to eight (8) hours per holiday (*i.e.*, 96 hours of holiday time per year). For purposes of calculating extra pay for working on a holiday, the holiday shall be considered to commence at 0600 hours on the day of the actual holiday, and to extend to 0600 hours the following day.

9. Sick Leave. For purposes of implementing Section 10.3 of the parties' collective bargaining agreement, for bargaining unit members assigned to the alternative work schedule, and consistent with paragraph 6 of this First Extended Memorandum, sick leave shall be converted from days to hours, upon implementation of the alternative work schedule (12 hour shifts), with a "day" being equal to eight (8) hours, and such bargaining unit members will accrue sick leave at a rate of eight (8) hours per month.

10. Training. For bargaining unit members assigned to 12-hour shifts, the following shall apply:

A. Employees who are required to attend training outside of the Village of Willowbrook shall be compensated on a day-for-day basis for single eight (8) hour, full-day classes, unless the training is less than seven (7) hours, in which case, the employee shall be compensated for the actual hours of attendance at training (*e.g.*, an employee regularly scheduled to work a 12 hour day shall be compensated for 12 hours of pay and for mileage for attendance at a training session that lasts 7.5 hours, but shall be compensated for 6.5 hours of pay and for mileage for attendance at a training session that lasts 6.5 hours).

B. For multi-day classes, work hours will be rescheduled to allow maximum usage of any scheduled work hours, prior to incurring overtime. (*E.g.*, if an employee is scheduled to work two (2) twelve-hour shifts during the period of a scheduled three (3) days, eight (8) hours per day, training seminar, then no overtime would be incurred, as both the scheduled shifts and the training times would equal twenty-four (24) hours).

C. Employees who are required to attend training within the Village of Willowbrook shall be required to work the remainder of the twelve (12) hours duty time. Should any training class in Willowbrook end before the twelve (12) hours of regular duty time, the employee(s) shall report to the on-duty watch commander and be assigned work as necessary to offset the total shortfall.

D. Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on-duty supervisor.

E. Actual travel time for training conducted outside the Village of Willowbrook, other than for a single day of training, shall be deducted from any hours that

may be owed to the Village. Should training or travel time cause a bargaining unit member to incur overtime for multi-day training, the member will be eligible to be paid overtime rates for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

F. To assist the Department in facilitating training, an employee's days off may be changed to accommodate the training schedule with the prior approval of the employee.

11. Unscheduled Overtime/Forced Posted Overtime. For bargaining unit members who are working the alternative work schedule, the following shall apply:

A. The Chief of Police or designee(s) shall have the right to require overtime work, and bargaining unit members shall not refuse overtime work.

B. Whenever practicable, scheduled patrol-generated overtime will be filled on a voluntary basis. This can be accomplished via the notification of an available shift using the scheduling software.

C. For the Patrol Division, overtime opportunities shall first be offered to bargaining unit members in descending order of seniority (starting with the most senior) to all bargaining unit members who are eligible. If no volunteers are found, the on-duty bargaining unit member who is lowest in seniority will be ordered to hold over an additional four (4) hours. A bargaining unit member from the opposite squad (*e.g.*, A squad for B squad/B squad for A squad) shall be required to respond to the Department to cover the remaining eight (8) hours of the unfilled shift ("force back"). Such bargaining unit member who is the lowest in seniority and assigned to the opposite squad must respond to the Department, in order to fill such overtime assignment (force back). A bargaining unit member may not be forced back on two (2) consecutive days. If a vacancy is created on two (2) consecutive days, the bargaining unit member with the next lowest seniority on the squad shall be forced back on the second consecutive day, if no volunteers are found. If the shift requires a supervising officer, and the lowest member in seniority is ineligible to supervise a shift, the lowest bargaining unit member in seniority who is eligible to supervise shall be forced back.

D. The only exception to a bargaining unit member being forced back is when, with regard to such force back day, the bargaining unit member has been granted benefit time to take two (2) or more consecutive working days off. The bargaining unit member will not be forced back while using benefit time or RDOs when connected to usage of approved benefit time.

E. Bargaining unit members who are forced back shall be required, within three (3) hours, to notify the Department member who is responsible for filling the vacancy, in order to acknowledge that they are responsible for covering the overtime.



Village Seal:

By: \_\_\_\_\_  
Matthew Vanderjack                      Date  
Unit Steward

By: \_\_\_\_\_  
Darren Biggs                              Date  
Unit Steward



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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.e.**

**DATE: September 9, 2024**

**SUBJECT:**

**PUBLIC WORKS SNOW PLOWING EQUIPMENT UPGRADES**

- i . A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND IN THE AMOUNT OF \$32,011.25 FOR THE PURCHASE AND INSTALLATION OF ANTI-ICING AND DE-ICING EQUIPMENT
- ii . AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF FOUR (4) PRE-WET LIQUID SYSTEMS THROUGH MONROE TRUCK EQUIPMENT INC. AT A TOTAL COST NOT TO EXCEED \$26,157.00
- iii . AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF ONE (1) CAMION LIQUID SPRAY SYSTEM AND TWO (2) CAMION STORAGE TANKS THROUGH KAPLAN PAVING, LLC D/B/A KAPLAN LIQUID SOLUTIONS AT A TOTAL COST NOT TO EXCEED \$25,854.25

### STAFF REPORT

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

### PREVIOUS ACTION TAKEN

At the August 26, 2024, Committee of the Whole meeting, the Village Board provided positive feedback, ultimately approving moving forward with the purchases.

### PURPOSE AND ACTION REQUESTED

Staff requests the Village Board to authorize the purchase of four (4) pre-wet liquid systems through Monroe Truck Equipment Inc. in the amount of \$26,157.00, and the purchase of one (1) Camion liquid spray system and two (2) Camion storage tanks through Kaplan Liquid Solutions in the amount of \$25,854.25.

### BACKGROUND/SUMMARY

In the fall of FY2023/2024, staff introduced a Snow Operations Manual, a report providing the Village's snow and ice plan, policy and procedures, rules and responsibilities, and general operational information. Staff will update this document for the FY2024/2025 winter season and will continue to do so each year thereafter as revisions and improvements in communicating information are needed.

Focusing on salting operations, one of the objectives is to provide safe and accessible roads for residents, business owners, and visitors in the community. The current practice of addressing ice conditions during freezing temperatures in the teens is to use treated road salt. There are two disadvantages to utilizing treated road salt; the lack of de-icing performance at temperatures below the teens, and the additional cost of materials compared to untreated road salt.



Many public and private sector snow plowing and salting operations utilize pre-wet systems on their equipment that apply a liquid solution to untreated road salt in conjunction with the application on roadways, parking lots, walkways, etc. Some key advantages with such systems include:

- Liquid products cost a fraction of the price of treated road salt
- Results of liquid treated road salt are almost immediate
- Large variety of liquid and chemical formulas available for effective use at below zero temperatures
- The effectiveness of liquid treated road salt can lead to an overall reduction in road salt purchases
- Pre-wet systems allow utilization of more environmentally friendly liquids

Another element in addressing ice conditions effectively is the use of anti-icing/de-icing spray systems. These systems have a variety of applications, from the direct liquid pre-treating of roadways, parking lots, and walkways, to de-icing those same areas after snow or ice events. Used in conjunction with a liquid pre-wet system, these anti-icing/de-icing spray systems further reduce the amount of road salt purchases needed, increase effectiveness at the beginning of a snow/ice event which promotes better response and customer service to the community, and reduce man hours as well as wear and tear on equipment.

The financial savings, immediate and long term, are as important and positive as improving the road salting operation itself. The return on investment of the estimated \$52,011.25 initial expenditure for the pre-wet and anti-icing/de-icing systems and storage tanks will be offset by the \$20,000 budgeted in FY2024/2025 for the purchase of treated salt. Beginning in FY2024/2025, and moving forward annually, the average \$30,000 budgeted and expensed for treated salt purchases will no longer be needed, essentially offsetting the equipment expense in year two. Although there is an ongoing expense for the purchase of liquids, that cost is a fraction of the average \$25.00 per ton increase of treated versus untreated road salt the Village has paid for decades. This ongoing liquid expense will be easily offset by the reduction in road salt used, man hours allocated, and vehicle wear and tear.

Staff requests waiving the competitive bidding process as all equipment is available through Sourcewell cooperative purchasing. Monroe Truck Equipment Inc. has been awarded contract #062222-AEB-1 and Kaplan Liquid Solutions has been awarded contract #031423-EDP.

### **FINANCIAL IMPACT**

The expense of \$52,011.25 will be funded by the \$20,000 budgeted in FY2024/2025 for the purchase of treated salt with the balance of \$32,011.25 funded by the approval of a motion to amend the General Fund budget.

### **RECOMMENDED ACTION:**

Staff is seeking the Village Board to authorize the purchase of four (4) pre-wet liquid systems through Monroe Truck Equipment Inc. in the amount of \$26,157.00, and the purchase of one (1) Camion liquid spray system and two (2) Camion storage tanks through Kaplan Liquid Solutions in the amount of \$25,854.25.



**ORDINANCE NO. 24-O-\_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND  
AUTHORIZING THE EXECUTION OF THE PURCHASE OF FOUR (4) PRE-WET  
LIQUID SYSTEMS THROUGH MONROE TRUCK EQUIPMENT INC. AT A TOTAL  
COST NOT TO EXCEED \$26,157.00**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village Public Works Department has requested the purchase and installation of four (4) pre-wet liquid systems to apply a liquid solution to untreated road salt in conjunction with the application on roadways, parking lots, and walkways, in order to improve the Village’s snow and ice plan; and

**WHEREAS**, after utilizing the cooperative purchasing resources of Sourcewell, the corporate authorities of the Village have determined that it is in the best interest of the Village that competitive bidding be waived for the purchase of four (4) pre-wet liquid systems from Monroe Truck Equipment Inc.

**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, by a two-thirds (2/3rds) vote of the Board of Trustees of the Village, the competitive bidding process for the purchase of four (4) pre-wet liquid systems to apply a liquid solution to untreated road salt in conjunction with the application on roadways, parking lots, and walkways, in order to improve the Village’s snow and ice plan be and is hereby waived.

**SECTION 2:** The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Proposal for the purchase of four

(4) pre-wet liquid systems with Monroe Truck Equipment Inc. at a cost not to exceed Twenty-Six Thousand One Hundred Fifty-Seven and 00/100ths Dollars (\$26,157.00), which proposal is hereby approved. A copy of said proposal is attached hereto as Exhibit “A” and made a part hereof, which proposal is hereby approved.

**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 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**PURCHASE ORDER – MONROE TRUCK EQUIPMENT INC.**



1051 W 7th Street  
Monroe, WI 53566  
Sales Rep: Kendall Blumeyer  
Ph:  
www.MonroeTruck.com

J.O. #  
Quotation ID: 9TRR002748-1  
Date: 9/5/2024  
Valid thru: 10/5/2024  
Terms: NET 30  
Quoted by: Bob Drews  
Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:  
WILLOWBROOK, VILLAGE OF (ATTN: Rick Valent)  
7760 S QUINCY  
WILLOWBROOK, IL 60521  
Ph: 630-323-8215 / Fax:  
Email: rvalent@wilowbrook.il.us

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
<b>IHC WITH SWENSON V-BOX</b>	\$5,910.00
- INCLUDES (2) 30 GALLON TANKS & ELECTRIC PUMP. - DESIGNED TO MOUNT ON BOTH SIDES OF THE PV/MDV SERIES SPREADERS - SHAPED TO NEST ALONG THE SIDES OF THE SPREADER AT THE REAR - STAINLESS STEEL MOUNTING BRACKETS ATTACH ALL PARTS TO THE HOPPER - MOUNTING ALLOWS THE SYSTEM TO STAY TOGETHER WHEN REMOVED FROM THE VEHICLE. - ELECTRIC CONTROL MOUNTED IN CAB	
<b>IHC SINGLE AXLE JOLIET BUILD</b>	\$11,631.00
- 4 GPM HYDRAULIC PUMP W/ STAINLESS STEEL MOUNTING PLATE - 140 GALLON POLY TANK - TAILGATE PROPS - BULK FILL AND FLUSH KIT - QUICK DISCONNECT KIT - SPRAY BAR IN SPREADER TROUGH - RAN OF EXISTING FORCE 6100 CONTROL	
<b>ONE TON UNITS (2 UNITS, (1) F-450 &amp; (1) F-550)</b>	\$8,616.00
- 3 GPM ELECTRIC PUMP W/ 12" X 10" X 5" ENCLOSURE AND PLUMBING KIT - 30 GALLON TANK WITH STAINLESS STEEL SADDLE - FLUSH KIT - SPRAY BAR IN SPREADER TROUGH (WILL NEED TO CONFIRM FITMENT) - DISCONNECT KIT * CONTROLLED FROM EXISTING FA-3100 SPREADER/LIQUID CONTROL	

Terms & Conditions	
<ul style="list-style-type: none"><li>• Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.</li><li>• Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.</li><li>• Restocking fees may be applicable for cancelled orders.</li><li>• MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.</li></ul>	

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	

General Terms and Conditions for the Sale of Goods  
by Subsidiaries of ASH North America, Inc.

## 1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
- In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

**6.1.** Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## **7. DELIVERY AND ACCEPTANCE**

**7.1.** Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

**7.2.** Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

**7.3.** Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## **8. EXAMINATION AND CONFORMITY TO ORDER**

**8.1.** Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

**8.2.** If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

**8.3.** Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

**8.4.** Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## **9. LIMITED PRODUCT WARRANTY**

**9.1.** Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

**9.2.** Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

**9.3.** The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

**9.4.** In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

**9.5.** Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## **10. LIMITATION OF LIABILITY**

**10.1.** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

**10.2.** Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

**10.3.** In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## **11. CONFIDENTIALITY**

**11.1. "Confidential Information"** means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

**11.2.** Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

**11.3.** Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

**11.4.** In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## **12. INTELLECTUAL PROPERTY**

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## **13. FORCE MAJEURE**

**13.1.** Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## **14. MISCELLANEOUS**

**14.1.** If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

**14.2.** Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

**14.3.** Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

**14.4.** The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

**14.5.** Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## **15. ENTIRE AGREEMENT; CONFLICTS.**

**15.1.** These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## **16. APPLICABLE LAW AND JURISDICTION**

**16.1.** These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

**16.2.** Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

**16.3.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

**ORDINANCE NO. 24-O-\_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND  
AUTHORIZING THE EXECUTION OF THE PURCHASE OF ONE (1) CAMION  
LIQUID SPRAY SYSTEM AND TWO (2) CAMION STORAGE TANKS THROUGH  
KAPLAN PAVING, LLC D/B/A KAPLAN LIQUID SOLUTIONS AT A TOTAL COST  
NOT TO EXCEED \$25,854.25**

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**WHEREAS**, the Village of Willowbrook (the “Village”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village Public Works Department has requested the purchase and installation of one (1) Camion liquid spray system and two (2) Camion storage tanks for the use of anti-icing/de-icing spray systems to direct liquid pre-treat and de-ice roadways, parking lots and walkways, in order to improve the Village’s snow and ice plan; and

**WHEREAS**, after utilizing the cooperative purchasing resources of Sourcewell, the corporate authorities of the Village have determined that it is in the best interest of the Village that competitive bidding be waived for the purchase of one (1) Camion liquid spray system and two (2) Camion storage tanks from Kaplan Paving, LLC d/b/a Kaplan Liquid Solutions.

**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, by a two-thirds (2/3rds) vote of the Board of Trustees of the Village, the competitive bidding process for the purchase of one (1) Camion liquid spray system and two (2) Camion storage tanks to direct liquid pre-treat and de-ice roadways, parking lots and walkways, in order to improve the Village’s snow and ice plan be and is hereby waived.

**SECTION 2:** The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Proposal for the purchase of four



one (1) Camion liquid spray system and two (2) Camion storage tanks with Kaplan Paving, LLC d/b/a Kaplan Liquid Solutions at a cost not to exceed Twenty-Five Thousand Eight Hundred Fifty-Four and 25/100ths Dollars (\$25,854.25), which proposal is hereby approved. A copy of said proposal is attached hereto as Exhibit “A” and made a part hereof, which proposal is hereby approved.

**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 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**PURCHASE ORDERS -KAPLAN**



## Liquid De-icing Equipment Pricing

6/6/2024

Village of Willowbrook  
700 Willowbrook Center Pkwy  
Willowbrook, IL 60527

### Application

#### 300 Gal Ice Master T-Series - EcoMAz

- EcoMAx- Highflow Stainless Steel Electric Pump
- **Storm Commander GPS Flow Controller**
- **12 nozzle Stainless Steel Double Bar Boom**
- 2" Hitch Receiver Boom Mount
- Baffle Balls
- **100' Hose & Spray Gun**
- Truck Mount Brackets- Stainless Steel
- LED Light Kit

**\$19,855.00**

34523 N Wilson Rd      Ingleside, IL 60041

[www.kaplanliquidsolutions.com](http://www.kaplanliquidsolutions.com)

630-538-9933



Village of Willowbrook  
700 Willowbrook Center Pkwy  
Willowbrook, IL 60527

SourceWell Contract # 031423-EDP

6/6/2024

### Order Summery

Description	Unit Cost	Qty	Amount
300 T-series EcoMax	\$19,855.00	1	\$19,855.00
SourceWell Discount 5%			- \$992.75
	Sub Total		\$18,862.25
	Sales Tax	7 %	N/A
Freight additional	Freight/Delivery		Free
		Total	\$18,862.25

Approval:

Village of Willowbrook

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Liquid De-icing Equipment Pricing

6/6/2024

Village of Willowbrook  
700 Willowbrook Center Pkwy  
Willowbrook, IL 60527

### Storage

#### 3000 Gallon Vertical Grey- (90" dia x 125" Height)

- Ice Master Brand
- 3 Bolted Tank Flange 3 All Thread
- 2 Bolted Flange All Thread
- Sight Gauge V3000
- **Dealer Installed 2" Ball Valve & Recirc Plug**
- 10 year Warranty

**Cost Per Unit      \$3,680.00**

34523 N Wilson Rd      Ingleside, IL 60041

[www.kaplanliquidsolutions.com](http://www.kaplanliquidsolutions.com)

630-538-9933



Village of Willowbrook  
700 Willowbrook Center Pkwy  
Willowbrook, IL 60527

SourceWell Contract # 031423-EDP

6/6/2024

### Order Summery

Description	Unit Cost	Qty	Amount
3000 Brine Storage Tank	\$3,680.00	2	\$7,360.00
SourceWell Discount 5%			- \$368.00
10 Year Warranty			
	Sub Total		\$6,992.00
	Sales Tax	7 %	N/A
Freight additional	Freight/Delivery		Free
		Total	\$6,992.00

Approval:

Village of Willowbrook

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.**

**DATE: September 9, 2024**

**SUBJECT:**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN PROPERTYROOM.COM AND THE VILLAGE OF WILLOWBROOK TO PROVIDE ASSET DISPOSITION SERVICES FOR PROPERTY SCHEDULED FOR DISPOSAL FROM THE WILLOWBROOK POLICE DEPARTMENT

### **STAFF REPORT**

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

### **PURPOSE AND ACTION REQUESTED**

Staff is seeking Village Board approval of the resolution to enter into an agreement with PropertyRoom.com to manage the asset disposition of property scheduled for disposal from the Police Department Evidence and Property Room.

### **BACKGROUND/SUMMARY**

The Police Department acquires both evidence and property in a variety of ways. State statute dictates the length of time evidence of criminal incidents needs to be maintained. For property found or turned in via non-criminal means, control is maintained based on standard policy procedures on the length of time required to remain in department control. When evidence or property is no longer needed to be under police control, said property needs to be disposed of in compliance with court order, state statute, or department policy. In most cases, all efforts are made to return non-contraband items to the rightful owner. Contraband is destroyed. If a court order specifically mandates destruction of the evidence, it is then destroyed. Ownership of property not within these guidelines reverts to the local department. Property that has little to no value is destroyed. Property that may have training or operational use to the Police Department, is retained by the department.

Entering into an agreement with PropertyRoom.com, will give the Police Department the ability to auction unneeded items. Profits from the auctioned items, minus fees, would be sent to the Village for deposit into the general fund. The items of property going for auction will vary over time. After a recent large purge of items in the local property room, it is anticipated that the initial round of items to be auctioned will be much larger than for subsequent auctions.

The use of PropertyRoom.com is not new to law enforcement agencies. Many agencies use their services, and their operating procedures are within CALEA standards and acceptable practices. Having an outside vendor manage the legal disposal of property provides a higher level of transparency in the disposal practices and procedures of property which comes under police control.

### **FINANCIAL IMPACT**

No financial impact.

### **RECOMMENDED ACTION:**

Pass the Resolution to enter into an agreement with PropertyRoom.com.

**RESOLUTION NO. 24-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AGREEMENT BY AND BETWEEN PROPERTYROOM.COM AND THE  
VILLAGE OF WILLOWBROOK TO PROVIDE ASSET DISPOSITION  
SERVICES FOR PROPERTY SCHEDULED FOR DISPOSAL FROM THE  
WILLOWBROOK POLICE DEPARTMENT**

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**WHEREAS**, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into an asset disposition services agreement with PropertyRoom.com for the provision of auctioning services and the disposition of assets from the Police Department Evidence and Property Room authorized and scheduled for disposal; and

**WHEREAS**, the Village desires to retain PropertyRoom.com to provide the aforesaid auctioning and disposition services to the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain Asset Disposition Services Agreement and Addendum by and between the Village of Willowbrook and PropertyRoom.com for the provision of auctioning services and the disposition of assets on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, to that certain Asset Disposition Services Agreement and Addendum, attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**PropertyRoom.com  
Asset Disposition Services Agreement and Addendum**

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").
3. **Term and Termination**  
This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

#### 4. **Payment for Services**

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
  - (1) Invoice Owner for Services, net of Proceeds collected, or
  - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
  - a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

## Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

### OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

<b>Owner Name:</b>	<b>Account #:</b>
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/>  <b>Member #:</b> _____
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b>  Name _____ Work _____ Mobile _____ Email _____	<b>Secondary Contact:</b>  Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
 

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

  - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
  - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
  - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____



## PROPERTYROOM.COM NEW ACCOUNT SET-UP



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.


2. Main pick-up location for assets. (If more than one location, please specify)


3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.


4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.


5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.


6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.


7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.




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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 7.**

**DATE:** September 9, 2024

**SUBJECT:**

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NATIONAL WASH AUTHORITY, LLC D/B/A MIDWEST MOBILE WASHERS FOR THE EXTERIOR CLEANING OF TWO (2) 500,000 GALLON WATER TOWERS AND ONE 3,000,000 GALLON STANDPIPE TOWER IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$29,240.00

### STAFF REPORT

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

### PURPOSE AND ACTION REQUESTED

Staff requests the Village Board waive the competitive bidding process and authorize and approve an agreement for water tower exterior cleaning with National Wash Authority at a total cost not to exceed \$29,240.00.

### BACKGROUND/SUMMARY

The Village's water distribution storage is made up of two (2) 500,000 gallon water towers located at the Municipal Campus and Lake Hinsdale Village, and a 3 million gallon standpipe located at the Public Works facility. All three structures were repainted in 2015, 2016, and 2017, respectively. Life expectancy for these types of painted finishes is generally 15-20 years when following recommended inspection and maintenance programs.

Consulting with professionals in the industry, staff learned the recommended schedule for inspecting these structures is generally every five years for the interior and annually for the exterior. No interior inspections have been performed since repainting therefore staff has already approved a proposal at the cost of \$12,450, an amount within the Administrator's signing authority, for interior inspections of the water towers.

Visual inspection of the exterior identifies clear evidence of mildew, dirt, and other unsightly contaminants on the painted surface. In addition to making the structures aesthetically unsightly, these products can have a negative effect on the towers' finishes and shorten their life. Low pressure washing followed by an application of anti-mildew inhibitors will be coordinated along with the interior inspections.

To better understand the cleaning process, project timeline, costs, and structure elevations needing to complete this work prior to the colder weather months, staff reached out to three vendors for quotes knowing the RFP process would only add weeks if not months to the project timeline. Two of the three vendors contacted were non-responsive, leaving National Wash Authority the only proposal received. National Wash Authority is highly recommended by professionals in the industry, has 32 years of experience, and has successfully and safely cleaned over 3,200 water storage structures.



Project	Budgeted	Actual Cost
National Wash Authority Three Water Tower Exterior Cleaning & Inspection	\$25,000	\$29,240
Three Water Tower Interior Inspection	\$0	\$12,450
Water Fund Budget Amendment	\$16,690	—
Total	\$41,690	\$41,690

**FINANCIAL IMPACT**

The exterior cleaning and inspection expense of \$29,240 will be funded by the \$25,000 budgeted for FY2024/2025. With the additional interior inspection cost of \$12,450, approved by the Administrator, the total payable for water tower maintenance is \$41,690. Staff will request a budget amendment for the balance of \$16,690 at a future Board meeting.

**RECOMMENDED ACTION:**

Staff is seeking the Village Board's approval to waive the competitive bidding process and authorize and approve an agreement with National Wash Authority for exterior cleaning at a total cost not to exceed \$29,240.

**ORDINANCE NO. 24-O-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NATIONAL WASH AUTHORITY, LLC D/B/A MIDWEST MOBILE WASHERS FOR THE EXTERIOR CLEANING OF TWO (2) 500,000 GALLON WATER TOWERS AND ONE 3,000,000 GALLON STANDPIPE TOWER IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$29,240.00**

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**WHEREAS**, the Village of Willowbrook (the “Village”) solicited a proposal from National Wash Authority, LLC d/b/a Midwest Mobile Washers for the exterior cleaning of two (2) 500,000 Gallon Water Towers, located at 835 Midway Drive, Willowbrook, Illinois, and 505 Lake Hinsdale Drive, Willowbrook, Illinois and One (1) 3,000,000 Gallon Standpipe Tower, located at 700 Willowbrook Center Parkway, Willowbrook, Illinois; and

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the exterior cleaning of two (2) 500,000 Gallon Water Towers, located at 835 Midway Drive, Willowbrook, Illinois, and 505 Lake Hinsdale Drive, Willowbrook, Illinois and One (1) 3,000,000 Gallon Standpipe Tower, located at 700 Willowbrook Center Parkway, Willowbrook, Illinois.

**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 foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

**SECTION 2:** The competitive bidding process for the exterior cleaning of two (2) 500,000 Gallon Water Towers, located at 835 Midway Drive, Willowbrook, Illinois, and 505 Lake Hinsdale Drive, Willowbrook, Illinois and One (1) 3,000,000 Gallon Standpipe Tower, located at 700 Willowbrook Center Parkway, Willowbrook, Illinois be and is hereby waived.

**SECTION 3:** The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Contract for the exterior cleaning of two (2) 500,000 Gallon Water Towers, located at 835 Midway Drive, Willowbrook, Illinois, and 505 Lake Hinsdale Drive, Willowbrook, Illinois and One (1) 3,000,000 Gallon Standpipe Tower, located at 700 Willowbrook Center Parkway, Willowbrook, Illinois at a total cost not to exceed Twenty-Nine Thousand Two Hundred Forty and 00/100ths Dollars (\$29,240.00). A copy of said Contract substantially in the form attached hereto as Exhibit “A” is made a part hereof.

**SECTION 4:** The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with National Wash Authority, LLC, d/b/a/ Midwest Mobile Washers, substantially in the form attached hereto as Exhibit “A” and made a part hereof, which Contract and Proposal is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 5:** 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 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**AGREEMENT WITH NATIONAL WASH AUTHORITY, LLC**



**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND NATIONAL WASH AUTHORITY, LLC DBA MIDWEST MOBILE WASHERS  
FOR EXTERIOR CLEANING OF TWO (2) 500,000 GALLON WATER TOWERS AND  
ONE 3,000,000 GALLON STANDPIPE**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of September, 2024 between Wash Authority, LLC d/b/a Midwest Mobile Washers an Illinois limited liability company (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform exterior cleaning of two (2) 500,000 Gallon Water Towers, located at 835 Midway Drive, Willowbrook, Illinois, and 505 Lake Hinsdale Drive, Willowbrook, Illinois and One (1) 3,000,000 Gallon Standpipe Tower located at 700 Willowbrook Center Parkway, Willowbrook, Illinois (“Project”).

2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for exterior cleaning at the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s proposal response and project specifications are attached hereto and expressly made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner an amount of Twenty-Nine Thousand Two Hundred Forty and 00/100 Dollars (\$29,240.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number,

classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

8. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

9. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

10. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and

3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program;
- and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

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

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

11. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

12. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

13. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested

by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

15. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.



16. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and

- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

C. Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.

B. The policies are to contain, or be endorsed to contain the following provisions:

- 1) Commercial General Liability and Automobile Liability Coverages:
  - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

18. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

19. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook

or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

20. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

21. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: National Wash Authority, LLC 100 North Jackson Street, Morrison, Illinois 61270, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

23. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body,

records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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24. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois  
the day and year first above written.

CONTRACTOR:

National Wash Authority, LLC dba Midwest Mobile Washers

By: \_\_\_\_\_  
Its President and duly authorized agent

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**National Wash Authority, LLC’s Proposal**



National Wash Authority, LLC dba Midwest  
Mobile Wa  
100 N Jackson Street  
Morrison, IL 61270  
+18008047517  
aswashboy@frontiernet.net  
www.watertowercleaners.com



## Proposal

### ADDRESS

Village of Willowbrook  
Rick Valent  
835 Midway Drive  
Willowbrook IL 60527  
630-920-2482

PROPOSAL # 2778

DATE 08/12/2024

EXPIRATION DATE 12/31/2024

### SERVICES

### AMOUNT

National Wash Authority, LLC (dba Midwest Mobile Washers) along with Thirty-two years of water storage tank cleaning experience, proposes the following for Village of Willowbrook. National Wash Authority/Midwest Mobile Washers is a Female owned business.

National Wash Authority has successfully and safely cleaned over 3,200 plus water storage tanks in several States without any incidents and never has had any time loss of work, due to an Injury! We are a safe and compliant workplace of 32 years.

LOCATION OF JOB SITE: SITES LISTED BELOW.

#### SERVICES TO BE RENDERED ON JOB SITE:

We will render the proper and standard cleaning procedures to the industry (AWWA-SSPC-NACE) to clean and remove mildew/algae growth on the exterior sides of a water storage tank(s).

#### TANK DESCRIPTION: TANKS LISTED BELOW

#### DESCRIPTION OF SERVICES:

Pre-soak system of a soapy bleach applied at low psi application or thru pressure washing equipment utilizing chemical injectors to apply the product. Once the root of the mildew/algae has been killed we will then use a "Soft Wash rinse application" to flush off debris. (With lower psi)  
Its very important that when high psi is used it can cause damage and/or leave a wand pattern shadow look on the tanks surface, once cleaned. This is old school practice and not the best method on older paint systems.

We use a 100% frictionless procedure to access your tank. No cable hanging/No wheel baskets/No hanging apparatice will be used to clean your tanks surface. Our company will utilize an aerial manlift to access the tanks surface working directly next to the tank with no attachments 100% frictionless cleaning applications. Proper pressure wash nozzles, equipment and techniques are required to wash a water tower's surface. Water tank coatings may have thin paint, cracked paint, bubbled paint, chipped paint, oxidized paint and peeling paint which all play a vital role of how a tanks surface needs to be cleaned. With our pre-soak system treatment and flush type system (large nozzle sizes) we call "Soft Wash Method" of using less than 800 psi to clean a tank. No high pressure cleaning or blasting is required to clean your tanks surface.

Once your tank is cleaned, we apply an anti-mildew inhibitor to slow down the return of

mildew staining. This is just an aid it will not prevent mildew from not growing. © 2017

National Wash Authority, LLC

Condensation of a tank, water temperature in the tank, condition of paint on a tank, environment of setting of a tank, water usage of the tank, atmosphere dust, blowing debris onto a tank and Seasonal changes by Mother Nature all determine on the re-growth of mildew on a tanks coating system.

We pride ourselves over any Competition by being a Safety & Compliant Company.

\* Illinois Prevailing wages scales are met as required by past and new Illinois Laws. Due to new House Bills being passed, we are required to pay prevailing wage so the playing field is level for union and nonunion contractors. Therefore, Prevailing wages are added to our Proposals.

\* Employee's are Certified on lift equipment. (Have operator cards)

\* Background checks done on ALL employee's.

\* We are an Accident Free Work Place!

\* Thirty-two years of NO lost time of work DUE TO AN INJURY!

\* 100% TOTALLY FRICTIONLESS CLEANING TREATMENT of a tanks surface.

All cleaning agents used are biodegradable and are environmentally friendly.

All safety equipment will be used by OSHA requirements (Miller safety harness' or equivalent).

All equipment, safety devices, crane and aerial machinery are included in this bid.

Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance.

ANY AND ALL OTHER INSURANCE REQUIREMENTS ABOVE AND BEYOND OUR CURRENT INSURANCE COVERAGES, WILL BE AN ADDITIONAL CHARGE ADDED TO THE CURRENT PROPOSAL PRICE IF REQUIRED BY YOUR MUNICIPALITY.

This proposal terminates if not accepted by December 31, 2024.

We are the Original Founders of adding an anti-mildew inhibitors to the tanks surface. Most recent, after two years of research we are the Proud Founders of the "Soft Wash Cleaning Treatment" to water tanks as well! Our Company is the only one whom renders a Soft Wash Cleaning Treatment in our Industry!

LOCATION: 835 MIDWAY DRIVE, WILLOWBROOK, IL 500,000 GALLON WATERSPHEROID TOWER @ 161.4' TO THE TOP. IF TOWER IS HIGHER THAN 170', AN EXTRA CHARGE WILL BE APPLIED TO ACCOMMODATE ACCESS TO TANK.	10,320.00
---	-----------

LOCATION: 505 LAKE HINSDALE DRIVE, WILLOWBROOK, IL 500,000 GALLON WATERSPHEROID TOWER @ 135' TO THE TOP. IF TOWER IS HIGHER THAN 150', AN EXTRA CHARGE WILL BE APPLIED TO ACCOMMODATE ACCESS TO TANK.	8,600.00
--	----------

LOCATION: 700 WILLOWBROOK CENTER PARKWAY, WILLOWBROOK, IL 3,000,000 GALLON STANDPIPE TOWER @ 153.6' TO THE TOP. IF TOWER IS HIGHER THAN 170', AN EXTRA CHARGE WILL BE APPLIED TO ACCOMMODATE ACCESS TO TANK.	10,320.00
---	-----------

#### OPTIONAL SERVICES

Rust stain removal/rust streak removal

Contact us for Proposal for removing rust stains/streaks or Iron stains on a tanks painted surface.

© 2017 National Wash Authority, LLC

THIS PROPOSAL IS COPYRIGHT PROTECTED.

CONFIDENTIALITY: This Proposal/Quotation and any files transmitted with it may contain information proprietary to National Wash Authority, LLC/Midwest Mobile Washers, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of National Wash Authority, LLC/Midwest Mobile Washers. All information on this Proposal/Quotation is not to be copied, reprinted or used as

TOTAL

**\$29,240.00**

specifications for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party. © 2017 National Wash Authority, LLC

Accepted By

Accepted Date



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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 8.**

**DATE: September 9, 2024**

**SUBJECT:**

AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 6200-6220 CLARENDON HILLS ROAD – CLARENDON COVE SUBDIVISION

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Michael Krol, Director of Community Development  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

The petitioner and contract purchaser of the subject properties, McNaughton Development LLC., has requested review and approval of Zoning Hearing Case No. PC 24-07: Consideration of a petition requesting a Final Plat of Subdivision for Clarendon Cove Subdivision located at 6200-6220 Clarendon Hills Road, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide two (2) single-family residential parcels into three (3) parcels. Currently zoned R-2 Single Family Residence, the two (2) new parcels comply with the minimum lot requirements of the R-2 Zoning District in the Unified Development Ordinance (UDO).

The second request of the petition is a request to approve the following zoning variations from the Unified Development Ordinance (UDO):

1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.
2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.

### BACKGROUND/SUMMARY

The two subject parcels are a combined .92 total acres, currently zoned R-2 single-family residential district, and are both vacant lots. The property was platted in DuPage County as part of The Clarendon Hills Acre Estates Subdivision from 1923. The single parcel was resubdivided into the two (2) existing .46 acre lots in 2005 under Ordinance 05-O-33, Fitzpatrick's Subdivision. The two (2) lots are almost identical and measure approximately 106' in width and 186 feet in depth.

The three proposed lots are almost identical, 71.25 feet of frontage along Clarendon Hills Road and square footage ranging from 13,260 to 13,251. If approved, the petitioner will take ownership of the lots and construction will begin in the fall. The watermain is located on the east side of Clarendon Hills Road and the Sanitary sewer is located on the west side. All three future homes will be connected to Village utilities as required by the UDO. The three lots will directly access Clarendon Hills Road and there is an existing public sidewalk in front of all three proposed lots.

Section 9-7-03 of the Unified Development Ordinance (UDO) sets subdivision standards for streets, easements, lots, and public improvements. The two variations requested are to leave the existing road and sidewalks as is with no changes.



A public hearing was held on Wednesday, September 4, 2024, before the Plan Commission, which voted unanimously 7-0 in favor of the proposed petition, as proposed, to forward a positive recommendation to the Village Board.

**FINANCIAL IMPACT**

There is no financial impact on this item.

**RECOMMENDED ACTION:**

Approval of the Ordinance based on Plan Commission recommendation.



## Village of Willowbrook

### Staff Report to the Plan Commission

<b>Public Hearing Date:</b>	September 4, 2024		
<b>Village Board Receive &amp; Vote:</b>	September 9, 2024		
<b>Prepared By:</b>	Michael Krol, Director of Community Development		
<b>Case Title:</b>	Zoning Hearing Case No. PC 24-07: Final Plat of Subdivision for Clarendon Cove Subdivision, located at 6200-6220 Clarendon Hills Road and consideration of zoning variations to the Unified Development Ordinance.		
<b>Petitioner:</b>	McNaughton Development LLC., 11S220 Jackson Street, Burr Ridge, IL 60527.		
<b>Action Requested:</b>	<p>Consideration and approval regarding a Final Plat of Subdivision for 6200-6220 Clarendon Hills Road, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide two (2) single-family residential parcels into three (3) single-family residential parcels and consideration of the following zoning variations:</p> <ol style="list-style-type: none"><li>1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.</li><li>2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.</li></ol>		
<b>Location:</b>	6200-6220 Clarendon Hills Road, Willowbrook IL 60527		
<b>PINs:</b>	09-15-406-090 & 09-15-406-089		
<b>Existing Zoning:</b>	R-2 Single Family Residence District		
<b>Proposed Zoning:</b>	R-2 Single Family Residence District		
<b>Property Size:</b>	0.92 acres		
<b>Surrounding Land Use:</b>	<b>Use</b>	<b>Zoning</b>	
North	Single Family Residential	R-2	
East	Multiple Family Residential	R-5	
West	Single Family Residential	R-2	
South	Single-Family Residential	R-2	

<b>Necessary Action by Village Board:</b>	<b>Consider approval of the attach ordinance</b>
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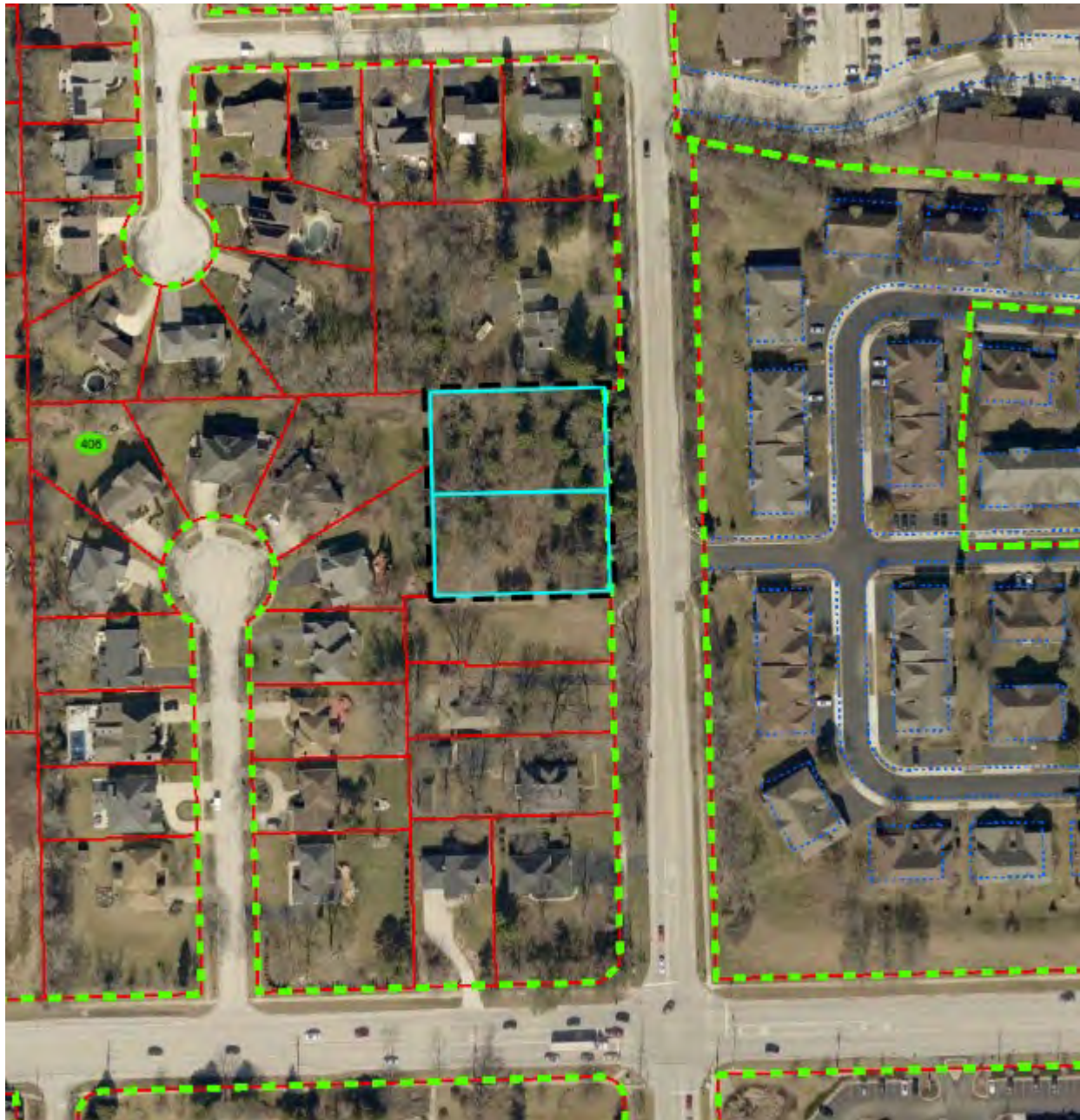


## History & Background

### Site Description

The two subject parcels are a combined .92 total acres, currently zoned R-2 single-family residential district, and are both vacant lots. The property was platted in DuPage County as part of The Clarendon Hills Acre Estates Subdivision from 1923. The single parcel was resubdivided into the two (2) existing .46 acre lots in 2005 under Ordinance 05-O-33, Fitzpatrick's Subdivision. The two (2) lots are almost identical and measure approximately 106' in width and 186 feet in depth.

**Exhibit 1:** Arial View of the Subject Property





## Development Proposal

The purpose of this meeting and public hearing shall be to consider a petition requesting a review and recommendation regarding a final plat of Subdivision for Clarendon Cove Subdivision located at 6200-6220 Clarendon Hills Road, Willowbrook, Illinois, for a minor subdivision to resubdivide two (2) parcels into a three (3) lot subdivision. The second request for review and recommendation is approval of the following zoning variations from the Unified Development Ordinance (UDO):

1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.
2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.

The petitioners, McNaughton Development LLC., Burr Ridge, Illinois are the contract purchasers of the property and have submitted building permit plans for three single-family homes to be developed on the proposed three lot subdivision. The three proposed lots are almost identical, 71.25 feet of frontage along Clarendon Hills Road and lot square footage ranging from 13,251 to 13,260. If approved, the petitioner will close on the lots and construction will likely begin in the fall of 2024. The watermain is located on the east side of Clarendon Hills Road and the Sanitary sewer is located on the west side. All three future homes will be connected to Village utilities as required by the UDO. The three lots will directly access Clarendon Hills Road and there is an existing public sidewalk in front of all three proposed lots.

Section 9-7-03 of the Unified Development Ordinance (UDO) sets subdivision standards for streets, easements, lots, and public improvements. The two variations requested are to leave the existing road and sidewalks as is with no changes.

Pursuant to the Subdivision Standards and Procedures of the Unified Development Ordinance (UDO), the proposed subdivision qualifies as a minor subdivision because the proposal is for under five (5) lots and requires preliminary plat approval at a public hearing with Plan Commission review and recommendation prior to Village Board consideration.

## Staff Analysis

### Appropriateness of Use

Single-family detached homes are a permitted use in the R-2 zoning district. The bulk regulations for the R-2 district are provided in the chart below. All three (3) proposed lots meet all the minimum requirements of the Willowbrook UDO.

Bulk Standard	R-2	Proposed			Variance
		Lot 1 – Vacant	Lot 2 – Vacant	Lot 3 - Vacant	
Lot Area	11,000 sq. ft.	13,260 sq. ft.	13,255 sq. ft.	13,251 sq. ft.	None
Lot Width	70 ft.	71.25 ft.	71.25 ft.	71.25 ft.	None
Front Yard Setback	40 ft.	40 ft.	40 ft.	40 ft.	None
Interior Side Yard Setback	8 ft.	8 ft.	8 ft.	8 ft.	None
Exterior Side Yard Setback	40 ft.	N/A	N/A	N/A	None
Rear Yard Setback	30 ft.	30 ft.	30 ft.	30 ft.	None





The two proposed variation requests are to subdivision code sections that set forth minimum requirements for streets and sidewalks. The subdivision code pertaining to streets is for design and layout standards. There are sections for grading, pitch, radii, intersections, location, and arrangements for subdivision streets. Since Clarendon Hills Road is an existing road, the applicant is requesting a variation to leave the road as is and does not propose any changes.

Similar to the first request, the applicant is seeking a variation to the sidewalk standards since the existing public sidewalk along Clarendon Hills Road was installed at a minimum over 25 years ago. The variance request is to leave the sidewalk width and location as is.

Site and road condition inspections will be performed during construction of the new single-family houses and any damage to the sidewalks, road, or Village right-of-way will need to be repaired or replace to Village standards.

### **Comprehensive Plan/Compatibility**

The Village of Willowbrook Comprehensive Plan calls for low density residential at a rate of 1-4 dwelling units per acre. This proposed subdivision will have a density of approximately three dwelling units per acre, which is well within the density limits of the Comprehensive Plan. Another measure of appropriateness is to compare the new lot sizes with those that exist in the neighborhood. Surrounding existing lots are zoned R-2 in the area to the north, south, and west, of the subject property with similar lot widths and depths.

### **Easements**

Section 9-7-03(B)(3) of the Village Code includes side and rear yard easement requirements for interior lots within a subdivision. Pursuant to the Subdivision Standards and Procedures, five-foot (5') interior side yard easements and ten-foot (10') rear yard easements are required and are reflected in the proposed plat.

The Village's stormwater engineer, Christopher B. Burke Engineering, has made a recommendation of approval for the final subdivision plans with easements as proposed. Stormwater management and grading will be reviewed under the new single-family residential dwelling permits for each lot.

### **Standards for Review for a Variation (9-9-04)**

The variation process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this UDO that create practical difficulties or particular hardships.

The Plan Commission shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative finding of facts shall be made as to all of the review criteria established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

- (1) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
- (2) The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.



- (3) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- (4) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
- (5) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
- (6) The proposed variation will not alter the essential character of the locality.
- (7) The proposed variation is in harmony with the spirit and intent of this UDO.

### **Staff Summary**

The Community Development Staff has no objection to the proposed subdivision and zoning variance requests. The subdivision request complies with the guidelines set forth in the Village's Comprehensive Plan and the newly created lots fully comply with the bulk regulation requirements of the R-2 Zoning district in the Village Unified Development Ordinance (UDO). The requested lot configurations should have no negative impacts on surrounding land uses.

Staff also supports both variation request to the subdivision code Section 9-07-03 pertaining to streets and sidewalks because of the hardship of the existing streets and public sidewalks.

### **Discussion at the September 4, 2024, Plan Commission Meeting**

The Plan Commission conducted a public hearing on this petition held at the September 4, 2024, meeting. The following members were in attendance: Chairman Wagner, Vice Chairman Walec, Commissioners Baksay, Kanaverskiss, Kaczmarek, Kaucky, and Louise. There were several members of the public in attendance, several residents expressed concern about construction traffic on Clarendon Hills Road during the project and right of way restoration. Staff received one phone call objecting to the proposal prior to the meeting.

The applicant, John Berry of McNaughton Development made the proposed resubdivision and variance request presentation to the Plan Commission and was available for questions. No questions or concerns arose from the Plan Commission.

### **Motion**

The following motion made by Commissioner Kaucky was seconded by Vice Chairman Walec and approved unanimously, a 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 proposed Final Plat for 6200-6220 Clarendon Hills Road, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide two (2) single-family residential parcels into three (3) parcels and approval of the following variations:**

- 1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.**
- 2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.**



**Documents Attached:**

- Attachment 1: Public Hearing Notice
- Attachment 2: Picture of Public Hearing sign
- Attachment 3: Legal Description
- Attachment 4: Application (2 sheets)
- Attachment 5: Variation Standards by applicant (2 sheets)
- Attachment 6: CBBEL Recommendation of Approval
- Attachment 7: Final Plat of Clarendon Cove (2 sheets 11x17)
- Attachment 8: Geometric & Utility Exhibit (11x17)



Attachment 1  
Notice of Public Hearing (1 Sheet)

# CHICAGO SUN★TIMES

## Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWBROOK

Customer No: 100425

Ad No: 721

Amount: \$483.00

PO Number: #PO\_NUMBER#

### ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

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

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

8/20/2024

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

Robin Munoz  
Manager | Recruitment  
& Legals

Date: 8/20/2024

**NOTICE OF PUBLIC HEARING  
ZONING HEARING CASE NO. 24-07**

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 September 2024 at the hour of 7:00 P.M. in the Village Boardroom, 625 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting a review and recommendation regarding a Final Plat of Subdivision for the Clarendon Cove Subdivision located at 6200-6220 Clarendon Hills Road, Willowbrook, Illinois, for a minor subdivision to resubdivide two (2) parcels into a three (3) lot subdivision and approval of variances from The 9 Unified Development Ordinance as part of the proposed subdivision.

From Title 9 of the Village Unified Development Ordinance as are set forth in the petition, on the property legally described as follows:

**PARCEL 1**  
LOT 1 IN FITZPATRICK'S RESUBDIVISION RECORDED FEBRUARY 7, 2006 AS DOCUMENT NUMBER R2006-023257, BEING A SUBDIVISION OF THE EASTERLY 203.18 FEET OF LOT 6 (EXCEPT THE NORTH 314.485 FEET THEREOF) AND THE EASTERLY 203.18 FEET OF THE NORTH 198.00 FEET OF LOT 7 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 163337, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2**  
LOT 1 IN FITZPATRICK'S RESUBDIVISION RECORDED FEBRUARY 7, 2006 AS DOCUMENT NUMBER R2006-023257, BEING A RESUBDIVISION OF THE EASTERLY 203.18 FEET OF THE NORTH 198.00 FEET OF LOT 7 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 163337, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 6200 CLARENDON HILLS ROAD, WILLOWBROOK, ILLINOIS  
PINS: 06-15-408-080-0000 & 06-15-408-090-0000

The applicant for this petition is McNaughton Development, LLC, 115220 Jackson Street, Burr Ridge, IL 60527.

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 625 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation to order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 625 Midway, Willowbrook, IL 60527, or call (630) 928-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

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. This hearing may be rescheduled to another date if not concluded on the meeting scheduled.

/s/ Susan Halkoran  
Village Administrator  
(630) 928-8215  
Published in the August 20, 2024, edition of

Page 1 of 2

The Chicago Sun-Times Newspaper  
8/20/2024 #721

VILLAGE OF WILLOWBROOK



Attachment 2  
Picture of Public Hearing Sign posted on site







Attachment 3  
Legal Description

PARCEL 1

LOT 1 IN FITZPATRICK'S RESUBDIVISION RECORDED FEBRUARY 7, 2006 AS DOCUMENT NUMBER R2006-023257, BEING A SUBDIVISION OF THE EASTERLY 203.18 FEET OF LOT 6 (EXCEPT THE NORTH 314.465 FEET THEREOF) AND THE EASTERLY 203.18 FEET IF THE NORTH 198.00 FEET OF LOT 7 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 163337, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

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ADDRESS: 6200 CLARENDON HILLS ROAD, WILLOWBROOK, ILLINOIS

PINs: 09-15-408-089-0000 & 09-15-406-090-0000



Attachment 4  
Application (2 sheets)



*Willowbrook*

835 Midway Drive  
Willowbrook, IL 60527-5504

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

**APPLICATION FOR PLANNING REVIEW**

**NAME OF PROJECT:** Clarendon Cove

**NAME OF APPLICANT(S):** McNaughton Development LLC

**ADDRESS:** 11S220 Jackson Street

**CITY, STATE, ZIP:** Burr Ridge, Illinois 60527 **TELEPHONE:** 630-325-3400 **FAX:** 630-325-3402

**NAME OF PROPERTY OWNER(S):** Wilmotte Construction, LLC

**ADDRESS:** 5431 S. Mulligan, Unit 2nd Floor

**CITY, STATE, ZIP:** Chicago, Illinois 60638 **TELEPHONE:** 630-325-3400 **FAX:** 630-325-3402

**APPLICATION SUBMITTED FOR: (check all that apply)**

Site Plan Review	<input type="checkbox"/>	Annexation	<input type="checkbox"/>
Preliminary Plat of Subdivision	<input type="checkbox"/>	Annexation Agreement	<input type="checkbox"/>
Final Plat Subdivision	<input checked="" type="checkbox"/>	Special Use Permit	<input type="checkbox"/>
Preliminary PUD	<input type="checkbox"/>	Map Amendment (Rezoning)	<input type="checkbox"/>
Final PUD	<input type="checkbox"/>	Text Amendment	<input type="checkbox"/>
		Variation	<input checked="" type="checkbox"/>

**SITE INFORMATION:**

**COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:**  
6200 & 6220 S. Clarendon Hills Road

**PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY:** 09-15-406-090 & 09-15-406-089

**LEGAL DESCRIPTION:** ATTACH LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

**AREA OF SUBJECT PROPERTY IN ACRES:** 0.92 Acre

**CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY:** R2-Single Family Resident District

**CURRENT USE OF SUBJECT PROPERTY:** Vacant

**PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY:** R2-Single Family Resident District

**PROPOSED USE OF SUBJECT PROPERTY:** Three Single Family Homes

**PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:** Grading and extension of sewer and water services

**ADJACENT PROPERTIES**

**CURRENT ZONING**

**LAND USE**



NORTH OF SITE	<u>R2-Single Family Resident District</u>	<u>Single Family</u>
SOUTH OF SITE	<u>R2-Single Family Resident District</u>	<u>Single Family</u>
EAST OF SITE	<u>R5-Multiple Family Resident District</u>	<u>Stanhope Square Condominiums</u>
WEST OF SITE	<u>R2-Single Family Resident District</u>	<u>Single Family</u>

**UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES**

**WATER**

LOCATION: Clarendon Hills Road SIZE: \_\_\_\_\_  
OWNERSHIP: Willowbrook

**SANITARY SEWER**

LOCATION: Clarendon Hills Road SIZE: \_\_\_\_\_  
OWNERSHIP: Flagg Creek

**STORM SEWER**

LOCATION: N/A SIZE: \_\_\_\_\_

**SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY**

ELEMENTARY SCHOOL DISTRICT: Holmes Primary & Maercker Intermediate School  
JUNIOR HIGH SCHOOL DISTRICT: Westview Hills Middle School  
HIGH SCHOOL DISTRICT: Hinsdale Central

**FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY**

FIRE DISTRICT: Tri-State Fire Protection District  
DISTANCE TO FIRE STATION: 1 1/2 Mile

**CONSULTANTS**

**NAME OF ATTORNEY OR AGENT:** John Barry - McNaughton Development LLC

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_  
E-mail: johnb@mcnaughtondevelopment.com Office Phone: 630-325-3400 Cell: 708-767-1222

**NAME OF ENGINEER:** Scott Schreiner - DesignTek Engineering

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_  
E-mail: sschreiner@dtakorp.com Office Phone: 708-326-4961 Cell: 708-906-3473

**NAME OF ARCHITECT:** Brian Fergon - Fergon Architects

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_  
E-mail: fergonarch@comcast.net Office Phone: 708-352-0446 Cell: 708-369-3043

**NAME OF LANDSCAPE ARCHITECT:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s): [Signature] Applicant Date: 7/5/2024

Printed Name: JOHN BARRY

OWNER AUTHORIZATION LETTER ATTACHED





Attachment 5  
Variation Standards (2 pages)



Clarendon Cove

July 3, 2024

Variation Standards to Section 9-7-03 Design and Layout Standards

(A) Streets & (B)2 Public Walkways

1. *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.*

**Response:** Given the size constraints of the site, the scope of the ordinance and the condition of the existing roadway the development would be financially unfeasible if the subdivision regulations would be applied conventional.

2. *The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.*

**Response:** The purpose of the variation is to allow a site development scheme that allows for the proper land use in light of the adjoining properties. The development plan does not seek additional density nor floor area beyond that consistent with the R2 Single Family Residence District.

3. *The alleged hardship has not been created by any person presently having a proprietary interest in the premises.*

**Response:** The hardship has not been created by any person presently having a proprietary interest in the premises.

4. *The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.*

**Response:** The granting of the proposed variation will not be detrimental to the public welfare or injurious to other nearby property or improvements. The proposed variation will allow for three R2 Single Family Residence District zoning code compliant lots to be development in an appropriate land use transition along a main street between a multi-family development to the east and existing R2 Single Family Residence District homes to the west. Considering the small scale of the development, no significant negative impacts on the surrounding road network are anticipated and the development will result as a net positive for local taxing bodies. Given the foregoing, the granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

Waterfall Glen Executive Office Center — 115220 Jackson Street, Burr Ridge, IL 60527

Phone: 630-326-3400 • Fax: 630-326-3402 • Web: [McNaughtonDevelopment.com](http://McNaughtonDevelopment.com)

Beautiful Homes and Communities in these Superior Locations:

Burr Ridge • Deerwood Hills • Downers Grove • Western Springs • La Grange Park • Joliet • Oak Brook • Oak Forest  
Highland Park • Maywood • Palos Heights • Kildeer • Tinian • Orland Park • Powers Lake • Lauderdale Lakes • Wheeling



5. *The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.*

**Response:** The proposed variation will allow a well-designed development that minimizes impact on neighboring properties and is well separated from those existing developments. Setbacks within the development allow adequate light and air. Density is consistent with other R2 districts and is a good transition to surrounding developments. No substantial impact on the surrounding street system is anticipated. Given the foregoing, the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

6. *The proposed variation will not alter the essential character of the locality.*

**Response:** The subject property is located in an area dominated by moderate density detached single-family residential homes on the west side of Clarendon Hills Road and higher density multi-family units on the east side of Clarendon Hills Road. The anticipated density of the proposed development is consistent with densities in similar R2 districts. Given the foregoing, granting the variations which will allow for construction of three single-family detached homes on the subject property will not alter the essential character of the neighborhood or locality.

7. *The proposed variation is in harmony with the spirit and intent of this UDO.*

**Response:** Given the site plan of the proposed development and along with the different land uses, the granting of the variation for the subject property is consistent with the Uniform Development Code of the Village of Willowbrook and other development codes of the Village.

Willertall Glen Executive Office Center—11S220 Jackson Street, Burr Ridge, IL 60527  
Phone: 630-325-3700 • Fax: 630-325-3482 • Web: [McNaughtonDevelopment.com](http://McNaughtonDevelopment.com)

**Beautiful Homes and Communities in these Superior Locations:**

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Highland Park • Naperville • Palos Heights • Kildeer • Huntley • Quail Park • Powers Lake • Lauderdale Lakes • Wisconsin



Attachment 6  
CBBEL Recommendation of Approval

The logo for Christopher B. Burke Engineering, Ltd., consisting of the letters 'CBB' in white on a green background.	<p><b>CHRISTOPHER B. BURKE ENGINEERING, LTD.</b> 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823 0500 FAX (847) 823 0520</p>
	<p>July 26, 2024</p> <p>Village of Willowbrook 835 Midway Drive Willowbrook, IL 60527</p> <p>Attention: Mike Krol</p> <p>Subject: 6200 Clarendon Hills Road Clarendon Cove Subdivision (CBBEL Project No. 900144.H250)</p> <p>Dear Mike:</p> <p>As requested on July 25, 2024, we have reviewed the proposed Final Plat of Clarendon Cove Subdivision prepared by DesignTek Engineering, Inc. and dated July 25, 2024. In our opinion, the proposed Plat of Subdivision is in compliance with Village Code, and we note the following for the record as supporting comments:</p> <ol style="list-style-type: none"><li>1. The proposed two lot subdivision qualifies as a Minor Subdivision as defined by Section 9-7-05.B of Village Code. No response required.</li><li>2. Section 9-7-04.C.3 provides that all lots shall be improved with a public water supply and sewerage system, except in the R-1 Zoning District. The subject property is in the R-2 Zoning District. There is existing watermain and sanitary sewer on the frontage of this property. No response required.</li><li>3. Section 9-7-04.D.1 provides that sidewalks shall be provided on the sides of all street rights of way adjacent to and contained within the subdivision being developed. There is an existing sidewalk on both sides of Clarendon Hills Road across the frontage of this property. No response required.</li><li>4. We presume that Village staff have reviewed the proposed lot configuration for compliance with the Village zoning codes.</li></ol> <p>If you have any questions, please contact me.</p> <p>Sincerely,</p> <p>A handwritten signature in blue ink, appearing to read 'Daniel L. Lynch'.</p> <p>Daniel L. Lynch, PE CFM Vice President, Head Municipal Engineering Department</p>



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**Attachment 7:**  
**Final Plat of Clarendon Cove (2 sheets, 11x17)**

FINAL PLAT  
OF  
CLARENDON COVE

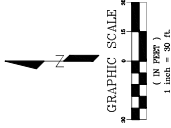
BEING A RESUBDIVISION OF PART OF LOTS 1 & 2 IN FITZPATRICK'S RESUBDIVISION,  
IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER
PARCEL ONE: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077
PARCEL TWO: 115220 JACKSON STREET SUITE #101 WILLOWBROOK, ILLINOIS 60077

ADDRESSES
PARCEL ONE: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077
PARCEL TWO: 115220 JACKSON STREET SUITE #101 WILLOWBROOK, ILLINOIS 60077

BASIS OF BEARING
THE BASIS OF BEARING IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

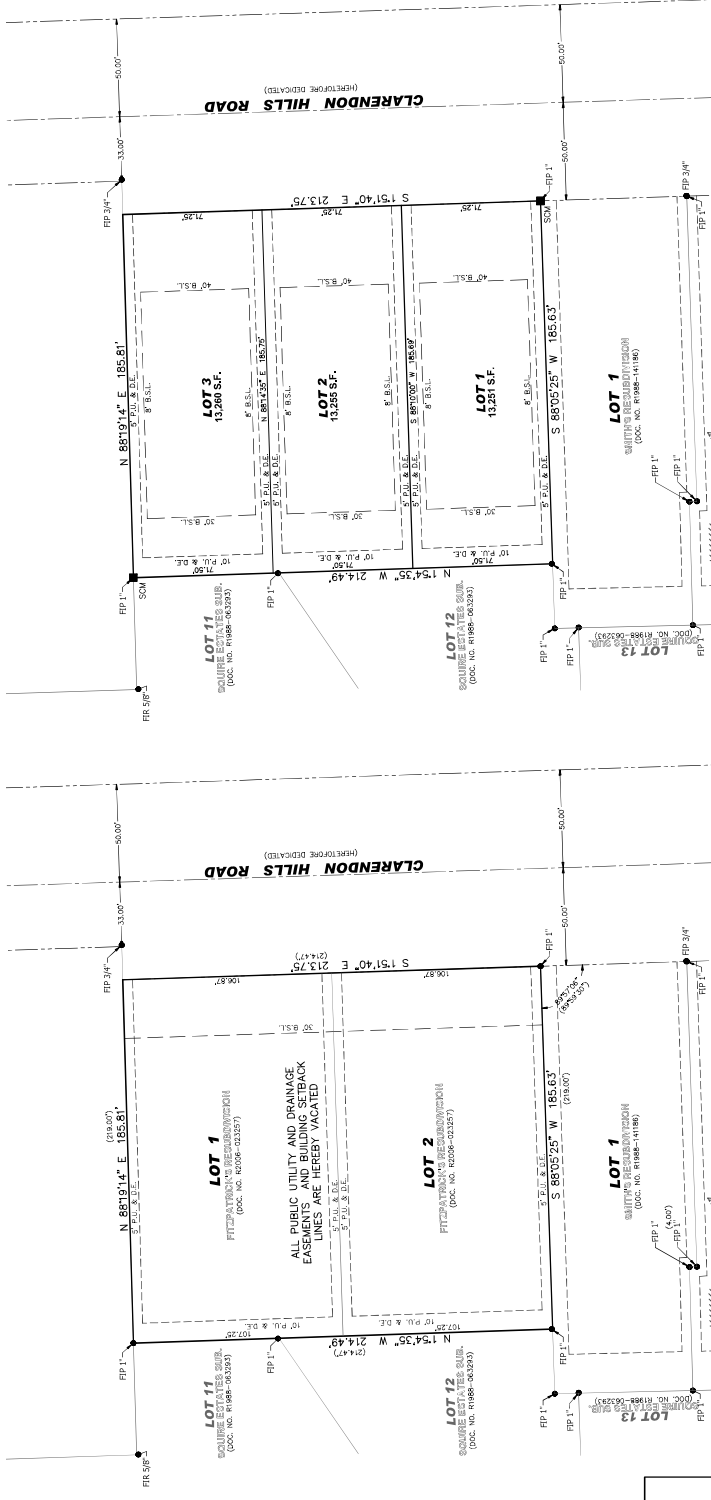
SITE DATA
PARCEL ONE AREA: 19,868 SQ. FT. OR UT 0.458 ACRES
PARCEL TWO AREA: 0.054 ACRES
GROSS AREA: 39,706 SQ. FT. OR 0.912 ACRES



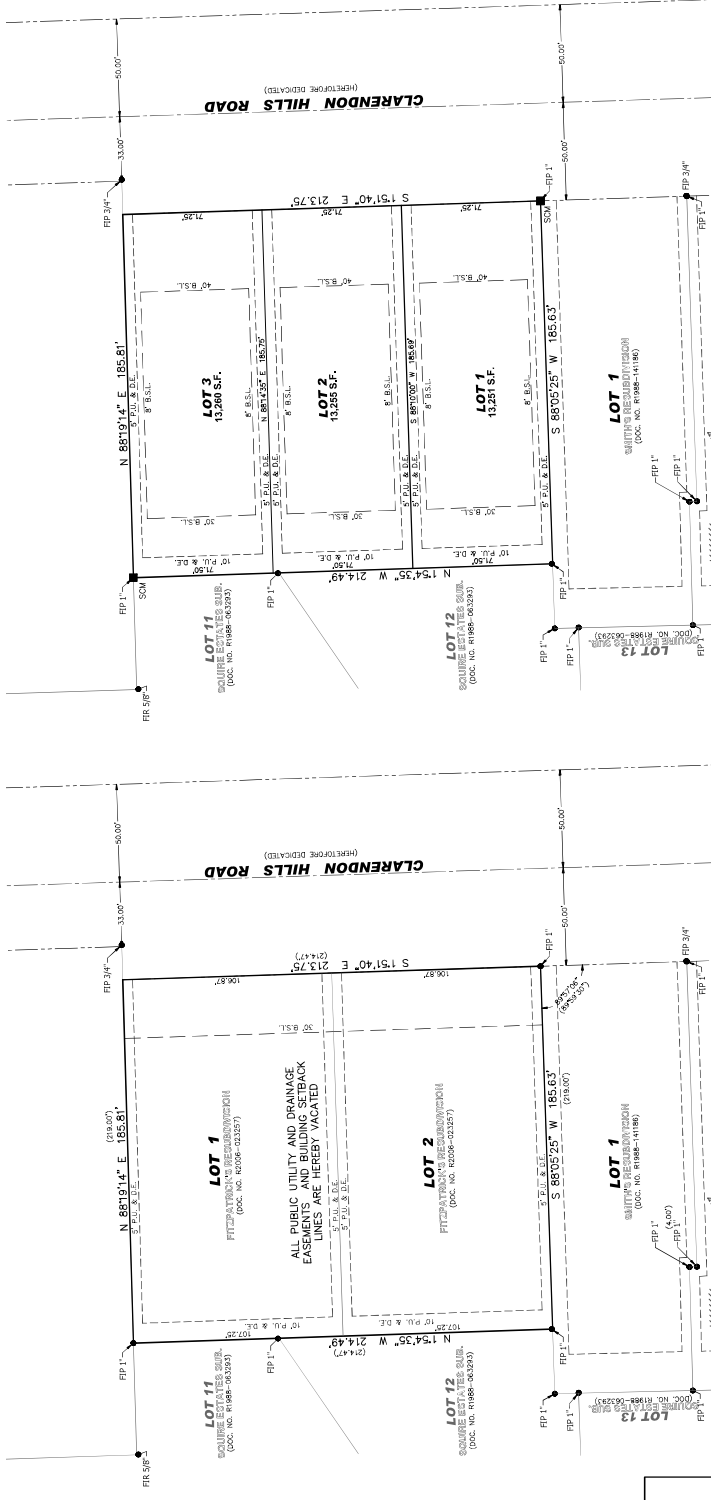
- LEGEND**
- PROPERTY LINE
  - EXISTING RIGHT-OF-WAY LINE
  - ADJACENT LOT LINE
  - PROPOSED LOT LINE
  - PROPOSED EASEMENT LINE
  - RECORD DATUM
  - PLAT D.E.
  - S.T.C.M.
  - SET CONCRETE MONUMENT
  - FOUND IRON PIPE

- NOTES**
1. ALL AREAS ARE PLUS OR MINUS.
  2. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
  3. ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF WILLOWBROOK.
  4. FOR DUPAGE COUNTY STORMWATER ORDINANCES, DETENTION WILL NOT BE REQUIRED BASED ON TOTAL SITE AREA BEING 39,706 SQUARE FEET AND WITH MAXIMUM LOT 15,000 SQUARE FEET WHICH DOES NOT MEET THE 25,000 SQUARE FEET OF NEW DEVELOPMENT REQUIREMENT.
  5. OVER 2000 SQUARE FEET OF NEW IMPERVIOUS WILL BE CREATED AS PART OF THE THREE LOT DEVELOPMENT, AND THEREFORE POST CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) WILL BE REQUIRED FOR THE LOT 1 AT THE BASED ON THE NEW IMPERVIOUS SURFACES BEING CREATED FOR THE LOT 1 AT THE BASED ON THE NEW IMPERVIOUS SURFACES BEING CREATED FOR THE LOT 1 AT THE INCLUDED WITHIN THE INDIVIDUAL LOT TRACT APPLICATION.

EXISTING CONDITIONS



PROPOSED CONDITIONS



RESERVED FOR THE DUPAGE  
COUNTY RECORDER

McNAUGHTON DEVELOPMENT  
115220 JACKSON STREET SUITE #101  
BURR RIDGE, IL, 60527

FINAL PLAT  
FOR  
CLARENDON COVE  
WILLOWBROOK, IL

DESIGN/TEK ENGINEERING, INC.  
CONSULTING CIVIL ENGINEERING & LAND SURVEYING  
9930 W. 130TH STREET, SUITE L  
MCKEON, ILLINOIS 60448  
(708) 326-4561  
FAX: (708) 326-4592  
ILL. PROF. LIC. NO.: 184-003740



**PROJECT INFORMATION**  
PROJECT NO.: 2009  
DATE: 07/03/2024  
DRAWN BY: DSR  
CHECKED BY: SLL



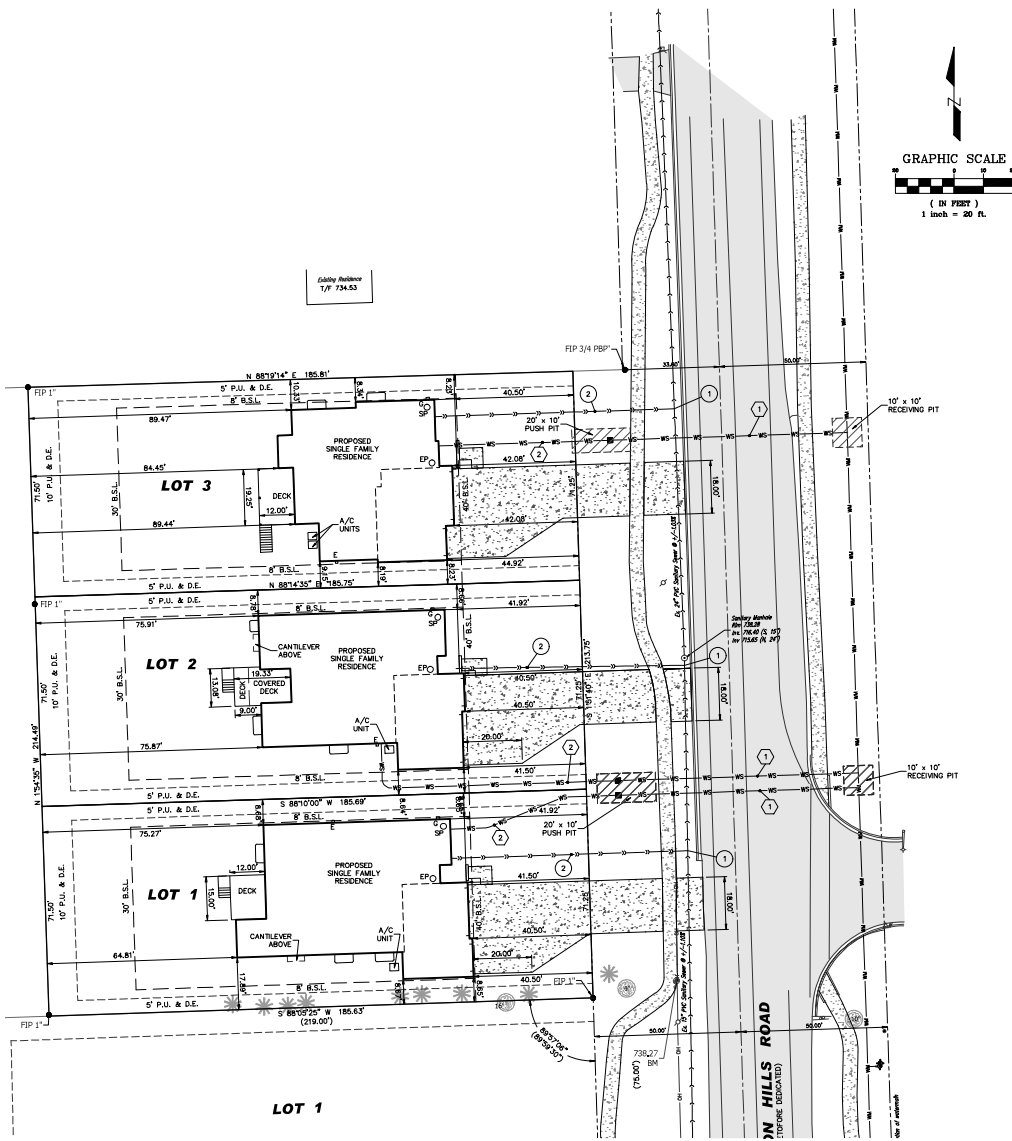




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**Attachment 8:  
Geometric & Utility Exhibit (11x17)**

GEOMETRIC & UTILITY EXHIBIT



LOT 1 SITE DATA

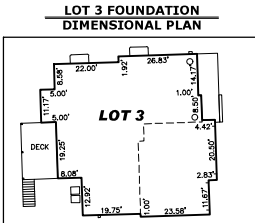
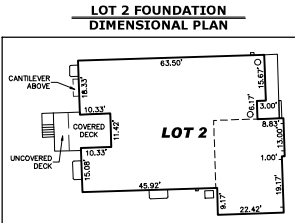
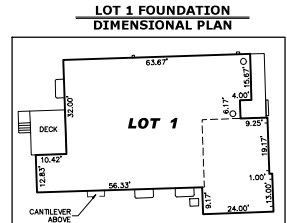
LOT AREA:	13,251 S.F.
PROPOSED CONDITIONS:	
FOUNDATION:	3,308 S.F.
FRONT PORCH:	130 S.F.
FRONT WALK & STEP(S):	45 S.F.
REAR DECK & STEP(S):	208 S.F.
DRIVEWAY AREA:	1,120 S.F.
TOTAL IMPERVIOUS-LOT AREA:	4,812 S.F.
PROPOSED LOT COVERAGE:	4,812/13,251 = 36.31%
ALLOWABLE LOT COVERAGE:	40%
PROPOSED BUILDING COVERAGE:	3,438/13,251 = 25.95%

LOT 2 SITE DATA

LOT AREA:	13,256 S.F.
PROPOSED CONDITIONS:	
FOUNDATION:	3,040 S.F.
FRONT PORCH:	110 S.F.
FRONT WALK & STEP(S):	48 S.F.
REAR COVERED & UNCOVERED DECK & STEP(S):	298 S.F.
DRIVEWAY AREA:	1,110 S.F.
TOTAL IMPERVIOUS-LOT AREA:	4,579 S.F.
PROPOSED LOT COVERAGE:	4,579/13,256 = 34.54%
ALLOWABLE LOT COVERAGE:	40%
PROPOSED BUILDING COVERAGE:	3,325/13,256 = 25.08%

LOT 3 SITE DATA

LOT AREA:	13,260 S.F.
PROPOSED CONDITIONS:	
FOUNDATION:	2,709 S.F.
FRONT PORCH:	151 S.F.
FRONT WALK & STEP(S):	53 S.F.
REAR DECK & STEP(S):	298 S.F.
DRIVEWAY AREA:	1,128 S.F.
TOTAL IMPERVIOUS-LOT AREA:	4,310 S.F.
PROPOSED LOT COVERAGE:	4,310/13,260 = 32.50%
ALLOWABLE LOT COVERAGE:	40%
PROPOSED BUILDING COVERAGE:	2,860/13,260 = 21.57%



LOT 1 UTILITY SERVICES

- SANITARY SERVICE** (XX)
- 1 PROVIDE CUT-IN TEE W/ RISER PIPE TO INVERT ~731.60. INV @ EX. 15" MAN ~717.14
  - 2 80 L.F. ~1.5" PVC SDR-26 @ 4.00% INV @ B.S.G. ~734.60
- WATER SERVICE** (XX)
- 1 82 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE W/ 8" BOX. 85 L.F. TO BE DIRECTIONALLY BORED USING 8" x 20" PUSH PIT & 10" x 10" RECEIVING PIT.
  - 2 59 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE

LOT 2 UTILITY SERVICES

- SANITARY SERVICE** (XX)
- 1 PROVIDE CUT-IN TEE W/ RISER PIPE TO INVERT ~731.14. INV @ EX. 15" MAN ~716.42
  - 2 84 L.F. ~1.5" PVC SDR-26 @ 4.00% INV @ B.S.G. ~734.50
- WATER SERVICE** (XX)
- 1 82 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE W/ 8" BOX. 65 L.F. TO BE DIRECTIONALLY BORED USING 8" x 20" PUSH PIT & 10" x 10" RECEIVING PIT.
  - 2 94 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE

LOT 3 UTILITY SERVICES

- SANITARY SERVICE** (XX)
- 1 PROVIDE CUT-IN TEE W/ RISER PIPE TO INVERT ~729.80. INV @ EX. 24" MAN ~714.90
  - 2 80 L.F. ~1.5" PVC SDR-26 @ 4.00% INV @ B.S.G. ~733.00
- WATER SERVICE** (XX)
- 1 82 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE W/ 8" BOX. 70 L.F. TO BE DIRECTIONALLY BORED USING 8" x 20" PUSH PIT & 10" x 10" RECEIVING PIT.
  - 2 59 L.F. ~1.5" TYPE "C" COPPER WATER SERVICE

ZONING YARD RESTRICTIONS (R-2)

YARD	REQUIRED SETBACK
FRONT:	40'
SIDE:	8'
REAR:	30'

DESIGN/TEK ENGINEERING, INC.  
CLARENCE, ILLINOIS 60015  
9830 W. 120TH STREET, SUITE L  
MOKENA, ILLINOIS 60449  
(708) 328-4361  
FAX: (708) 328-4362  
Ill. Prof. Lic. No. 194-003740

REVISION

DATE: 07-02-24	SHEET 1
----------------	---------

SCALE: 1" = 20'

DRAWN NSM	CHECKED SDS	PROJECT NO. 24-0009
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**ORDINANCE NO. 24-O- \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION  
AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF  
WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE  
6200-6220 CLARENDON HILLS ROAD – CLARENDON COVE SUBDIVISION**

---

**WHEREAS**, on or about July 5, 2024, McNaughton Development, LLC, as applicants and contract purchasers of 6200-6220 Clarendon Hills Road, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of the Village Unified Development Ordinance; and

**WHEREAS**, the Village maintains a Unified Development Ordinance which is found in Title 9, entitled “Unified Development Ordinance”, of the Willowbrook Municipal Code (the “UDO”); and

**WHEREAS**, McNaughton Development, LLC has requested approval of a Final Plat of Subdivision for the SUBJECT REALTY, which Final Plat of Subdivision was prepared by DesignTek Engineering, Inc. and dated July 25, 2024 and attached hereto as Exhibit “C” and made a part hereof; and

**WHEREAS**, a public notice for the public hearing was published in compliance with Section 9-9-03(B)(3)(c) of the UDO, in the Chicago Sun-Times newspaper on August 20, 2024, which date is more than fifteen (15) days, but less than thirty (30) days, prior to the date of the public hearing date; a notice of the public hearing was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY via first class mail, more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date in

compliance with Section 9-9-03(B)(3)(a); and public notice of the public hearing was further provided by posting on the SUBJECT REALTY a sign visible to the general public complying with the requirements of Sections 9-9-03(B)(3)(b) of the UDO, for at least fifteen (15) consecutive 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 or about September 5, 2024, 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 variations from the Unified Development Ordinance and the Final Plat of Subdivision, attached hereto as Exhibit “C” and made a part hereof by reference, and all interested parties had an opportunity to be heard; and

**WHEREAS**, Christopher B. Burke Engineering, Ltd. has reviewed the Final Plat of Subdivision and made a recommendation for approval of the Final Plat of Subdivision; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) received the recommendation of the Plan Commission, pursuant to a memorandum dated September 9, 2024, a copy of which is attached hereto as Exhibit “B”, which is by this reference, incorporated herein.

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

**SECTION 1:** That pursuant to Title 9 entitled “Unified Development Ordinance”, Chapter 9 entitled “Zoning Procedures”, Section 9-9-04 entitled “Variation”, of the Village Code,

the following variations from the provisions of the Unified Development Ordinance be and the same are hereby granted:

- A. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road, as is.
- B. Pursuant to Section 9-07-03(B)(2): to leave the existing public sidewalks along Clarendon Hills Road as is.

The Board of Trustees makes the following findings with respect to the above variations:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
2. The proposed variations will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
4. The proposed variations will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
5. The proposed variations will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
6. The proposed variations will not alter the essential character of the locality.
7. The proposed variations are in harmony with the spirit and intent of the Unified Development Ordinance.

**SECTION 2:** That passage of this Ordinance shall constitute approval of the Final Plat of Clarendon Cove Subdivision, the property commonly known as 6200-6220 Clarendon Hills Road, Willowbrook, Illinois, as prepared by DesignTek Engineering, Inc., consisting of two (2) sheets, dated July 25, 2024, and attached hereto as Exhibit “C”.

**SECTION 3:** 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.

**SECTION 4:** 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 5:** 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 9<sup>th</sup> day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF SUBJECT REALTY**

#### **PARCEL 1**

LOT 1 IN FITZPATRICK'S RESUBDIVISION RECORDED FEBRUARY 7, 2006 AS DOCUMENT NUMBER R2006-023257, BEING A SUBDIVISION OF THE EASTERLY 203.18 FEET OF LOT 6 (EXCEPT THE NORTH 314.465 FEET THEREOF) AND THE EASTERLY 203.18 FEET IF THE NORTH 198.00 FEET OF LOT 7 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 163337, IN DUPAGE COUNTY, ILLINOIS.

#### **PARCEL 2**

LOT 1 IN FITZPATRICK'S RESUBDIVISION RECORDED FEBRUARY 7, 2006 AS DOCUMENT NUMBER R2006-023257, BEING A RESUBDIVISION OF THE EASTERLY 203.18 FEET OF THE NORTH 198.00 FEET OF LOT 7 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 163337, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 6200 CLARENDON HILLS ROAD, WILLOWBROOK, ILLINOIS

PINs: 09-15-408-089-0000 & 09-15-406-090-0000

**EXHIBIT B**

PLAN COMMISSION RECOMMENDATION



# Village of WILLOWBROOK

**Mayor**

Frank A. Trilla

**Village Clerk**

Gretchen Boerwinkle

**Village Trustees**

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

**Village Administrator**

Sean Halloran

**Chief of Police**

Lauren Kaspar



Proud Member of the  
Illinois Route 66 Scenic Byway

**MEMORANDUM**

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

MEMO FROM: John Wagner, Chairman, Plan Commission

DATE: September 09, 2024

SUBJECT: Zoning Hearing Case 24-07: Consideration and recommendation regarding a Final Plat of Subdivision for 6200-6220 Clarendon Hills Road, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide two (2) single-family residential parcels into three (3) single-family residential parcels and consideration of the following zoning variations:

1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.
2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.

The applicant for this petition is McNaughton Development, LLC., 11S220 Jackson Street, Burr Ridge, IL 60527.

At a regular meeting of the Plan Commission held on September 4, 2024, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Commissioner Kaucky and seconded by Vice Chairman Walec that, based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed Final Plat for 6200-6220 Clarendon Hills Road, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide two (2) single-family residential parcels into three (3) parcels and approval of the following variations:

1. Section 9-07-03(A) Streets: to leave the existing street, Clarendon Hills Road as is.
2. Section 9-07-03(B)(2) Sidewalks: to leave the existing public sidewalks along Clarendon Hills Road as is.

ROLL CALL: AYES: Chairman Wagner, Vice Chairman Walec, Commissioners Baksay, Kanaverskis, Kaczmarek, Kaucky, and Louise.

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.

JW:mk

**EXHIBIT C**

**FINAL PLAT OF CLARENDON COVE SUBDIVISION**



FINAL PLAT  
OF  
CLARENDON COVE

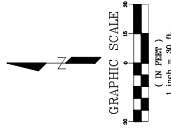
BEING A RESUBDIVISION OF PART OF LOTS 1 & 2 IN FITZPATRICK'S RESUBDIVISION,  
IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER
PARCEL ONE: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077
PARCEL TWO: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077

ADDRESSES
PARCEL ONE: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077
PARCEL TWO: 6200 Concession Hwy #4 WILLOWBROOK, ILLINOIS 60077

BASIS OF BEARING
THE BASIS OF BEARING IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

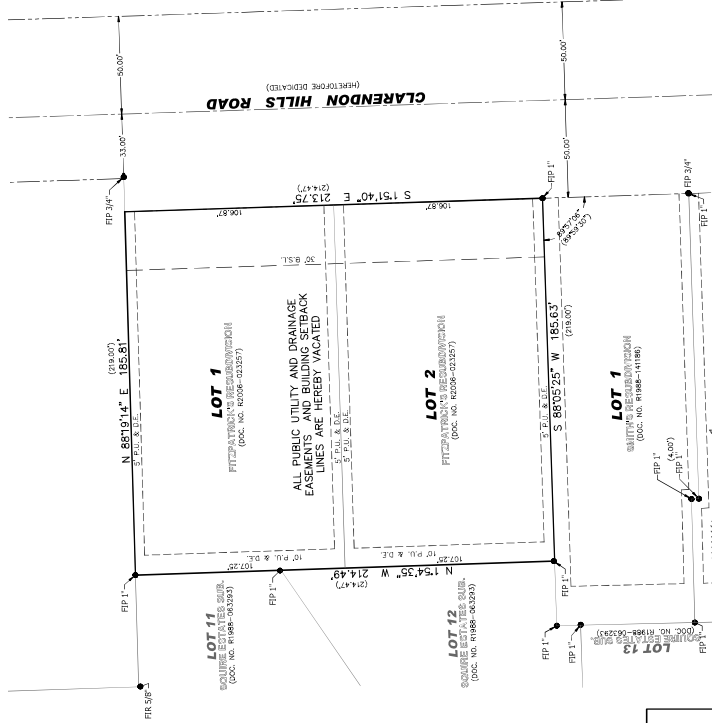
SITE DATA
PARCEL ONE AREA: 19,868 SQ. FT. OR UT 0.458 ACRES
PARCEL TWO AREA: 39,706 SQ. FT. OR 0.912 ACRES



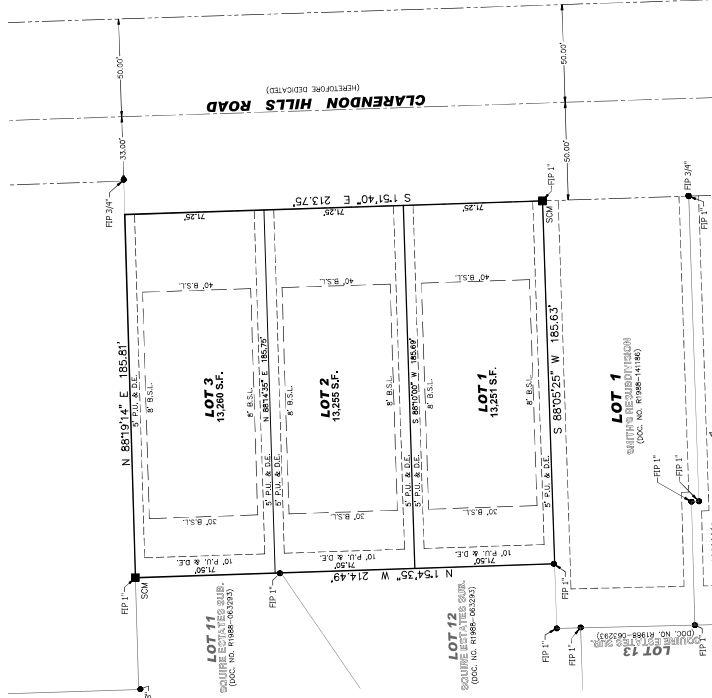
LEGEND
PROPERTY LINE
EXISTING RIGHT-OF-WAY LINE
ADJACENT LOT LINE
PROPOSED LOT LINE
PROPOSED EASEMENT LINE
RECORD DATUM
PLAT & E.C.
S.T.C.M.
SET CONCRETE MONUMENT
FOUND IRON PIPE

- NOTES
- ALL AREAS ARE PLUS OR MINUS.
  - ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
  - ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF WILLOWBROOK.
  - FOR DUPAGE COUNTY STORMWATER ORDINANCES, DETENTION WILL NOT BE REQUIRED BASED ON TOTAL SITE AREA BEING 59,574 SQUARE FEET AND WITH MAXIMUM LOT 15,000 SQUARE FEET WHICH DOES NOT MEET THE 25,000 SQUARE FEET OF NEW DEVELOPMENT REQUIREMENT.
  - OVER 2000 SQUARE FEET OF NEW IMPERVIOUS WILL BE CREATED AS PART OF THE THREE LOT DEVELOPMENT, AND THEREFORE POST CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) WILL BE REQUIRED FOR THE LOT 1 AT THE BASED ON THE NEW IMPERVIOUS SURFACES BEING CREATED FOR THE LOT 1 AT THE BASED ON THE NEW IMPERVIOUS SURFACES BEING CREATED FOR THE LOT 1 AT THE INCLUDED WITHIN THE INDIVIDUAL LOT TRACT APPLICATION.

EXISTING CONDITIONS



PROPOSED CONDITIONS



RESERVED FOR THE DUPAGE  
COUNTY RECORDER

REVISIONS
NO. 1 DATE 10/25/24 BY 10/25/24
NO. 2 DATE 10/25/24 BY 10/25/24
NO. 3 DATE 10/25/24 BY 10/25/24
NO. 4 DATE 10/25/24 BY 10/25/24
NO. 5 DATE 10/25/24 BY 10/25/24

McNAUGHTON DEVELOPMENT  
115220 JACKSON STREET SUITE #101  
BURR RIDGE, IL, 60527

FINAL PLAT  
FOR  
CLARENDON COVE  
WILLOWBROOK, IL

DESIGN/TEK ENGINEERING, INC.  
CONSULTING CIVIL ENGINEERING & LAND SURVEYING  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
TEL: (708) 326-4561  
FAX: (708) 326-4592  
ILL. PROF. LIC. NO.: 184-003740

DEI  
PROJECT INFORMATION  
PROJECT NO.: 24-0029  
SHEET NO.: 30  
DATE: 07/03/2024  
DRAWN BY: DSR  
CHECKED BY: SLL

PARCEL ONE: 09-15-406-089-0000  
PARCEL TWO: 09-15-406-090-0000

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss  
I, \_\_\_\_\_, Clerk of said County, do hereby acknowledge and adopt the same under the title HEREIN INDICATED:  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE SOLE OWNER OF THE FOLLOWING DESCRIBED LAND, AND HAS CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY, IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF ILLINOIS, IN THIS BEARING RECORD NO. 02-032557, BEING A RESUBDIVISION OF THE EASTERN 20.38 ACRES OF LOT 6 (EXCEPT THE NORTH 31.44-60.00 FT. THEREOF) AND THE EASTERN 20.38 ACRES OF LOT 7 (EXCEPT THE NORTH 31.44-60.00 FT. THEREOF) OF THE NORTH 18.60 ACRES OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT NO. 183,200.

DISTRICTS: ELEMENTARY: \_\_\_\_\_ HIGH SCHOOL: \_\_\_\_\_ OTHER: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_ MANAGER

ADDRESS: 115220 JACKSON STREET, SUITE 401, BARR RIDGE, ILLINOIS 60627

\_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ OF \_\_\_\_\_ PARISH, STATE OF LOUISIANA, WHO IS PERSONALLY KNOWN TO ME, IS THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THIS SUBDIVISION PLAT AS OWNER, AND THAT SAID PERSON HAS BEEN DULY QUALIFIED AS SUCH BY THE COURT OF SAID COUNTY, AND HAS SIGNED THIS SUBDIVISION PLAT AS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY OR OTHER ENTITY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS  
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY,  
ILLINOIS AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

COUNTY OF DUPAGE )  
 AFFORRED BY THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_\_  
 \_\_\_\_\_  
 CHAIRPERSON

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } ss  
\_\_\_\_\_ VILLAGE ENGINEERS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, HEREBY  
CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS HEREON, MEET THE  
MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

COUNTY OF DUPAGE.)

WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY ILLINOIS PLAT ACT, E.L. REV. STATE, CH. 100, SEC. 1 ET SEQ, AS NOW OR HEREINAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF WILLOWBROOK, A MUNICIPAL CORPORATION IN DUPAGE COUNTY, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON.

DATED THIS \_\_\_\_\_ DAY \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR OF PUBLIC UTILITIES, VILLAGE OF WILLOWBROOK

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE)

DATE AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

VILLAGE TREASURER \_\_\_\_\_

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NO.	1
DATE	07-25-

FINAL PLAT  
FOR  
CLARENDON COVE  
WILLOWBROOK, IL

DEI  
PROJECT INFORMATION

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