

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, NOVEMBER 10, 2025 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
5. FY2024/2025 AUDIT PRESENTATION
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting October 27, 2025 (APPROVE)
 - c. Warrants: \$725,130.86

NEW BUSINESS

7. ORDINANCE NO. - AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A KENNEL FOR OVERNIGHT BOARDING IN THE B-COMMUNITY SHOPPING DISTRICT FOR THE EXISTING PET GROOMING BUSINESS, THE BARKER SHOP, LOCATED AT 7420 S. QUINCY STREET (PASS)
8. RESOLUTION NO. - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (604 Plainfield Road) (ADOPT)
9. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A TWO (2)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TEAMSTERS LOCAL 700 (ADOPT)

PRIOR BUSINESS

10. TRUSTEES' REPORTS
11. ATTORNEY'S REPORT

12. CLERK'S REPORT

13. ADMINISTRATOR'S REPORT

14. MAYOR'S REPORT

15. 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

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 27, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Trilla.

2. ROLL CALL

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

ABSENT: Trustee Michael Mistele, Chief Financial Officer Amy Curtin, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halloran to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Several residents of Virginia Court spoke about their concerns regarding stormwater runoff, sewers, and flooding in the area from Route 83 to Clarendon Hills Road between 75th Street and I-55. The residents who spoke included:

Paul Farber	Robert Porter	Sue Kamuda
Tia Russell	Barry Zelinski	Thomas Szafranski
Mary Bergstrom	Dragan Ristic	

Items of most concern included:

- Increased flooding in yards, streets, and basements
- Concern for contamination and blockage of Sawmill Creek - chemicals, debris, and branches
- Upstream run off from the surrounding area, lack of natural wetlands
- Issues have been ongoing for decades

- Would like County and Village support to resolve issues
- Flooding issues on Executive Drive were resolved. Residents would like to see the same for this area.

Additionally, residents brought in supporting pictures and newspaper articles. Along with voicing their concerns, a petition was submitted, signed by twenty-three (23) concerned residents, requesting that the Village take measures to address the flooding problem. The residents also shared some ideas for resolution.

Mayor Trilla acknowledged the problem and indicated he'd like to invite the residents to return for another meeting, during which the Village will invite representatives from DuPage County, possibly Darien, and appropriate engineering teams to address questions and concerns.

Mayor Trilla thanked each of the residents for their participation and for attending the meeting. He noted that the Village has been exploring ways to slow the flow of water and expressed appreciation to those who provided new information. Mayor Trilla emphasized that, while no promises can be made at this time, the Village will continue to meet with residents to discuss the issue. He concluded by noting that this is a regional problem.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting October 13, 2025 (APPROVE)
- c. Warrants of \$ 819,680.51
- d. MOTION - MOTION TO APPROVE PAYMENT FOR EXPENSES RELATED TO THE ACTIVE ADULTS NASHVILLE EXTENDED TRAVEL TRIP (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. LEGAL SERVICES

6.a. RESOLUTION NO. 25-R-55 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT AGREEMENT WITH ELROD FRIEDMAN LLP (ADOPT)

Administrator Halloran reviewed the three resolutions appointing various legal counsel for the Village to handle different legal matters concerning the Village.

Legal counsel provides support in areas including policy and ordinance development, labor and employment matters, contracts, land use and development, economic development agreements, and risk management. The Village's legal services structure has been effective and provides expertise in specialized practice areas while maintaining fiscal responsibility.

Storino, Ramello & Durkin

Storino, Ramello & Durkin currently serves as the Village's General Legal Counsel. The firm provides legal services for Board meetings, ordinance and resolution preparation, contract review, personnel matters, code enforcement, and general day-to-day legal guidance.

Elrod Friedman LLP

The firm provides legal services related to redevelopment agreements, business district incentives, economic incentive negotiations, real estate transactions, and land use matters tied to commercial redevelopment.

Clark Baird Smith LLP

Clark Baird Smith is a labor and employment firm with significant experience in police and fire pension matters, litigation, and Public Safety Employee Benefits Act (PSEBA) cases.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution 25-R-55 as presented.

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

MOTION DECLARED CARRIED

6.b. RESOLUTION NO. 25-R-56 - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO APPROVE AND EXECUTE A LEGAL SERVICES AGREEMENT - STORINO, RAMELLO & DURKIN (ADOPT)

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 25-R-56 as presented.

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

MOTION DECLARED CARRIED

6.c. RESOLUTION NO. 25-R-57 - A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARK BAIRD SMITH LLP (ADOPT)

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to adopt Resolution 25-R-57 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 25-R-58- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2025 PROPERTY TAX LEVY (ADOPT)

Administrator Halloran explained that staff is recommending a 2.5% decrease in tax levy. The Village does not levy a property tax for general fund purposes. The tax is levied for special recreation. The following expenditures are funded by the Special Recreation Tax Levy:

- Membership in the Southeast Association for Special Parks and Recreation (SEASPAR)
- Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides.
- Improvement to Village parks and playgrounds to provide better accessibility.

The proposed Special Recreation Tax Levy for 2025 is \$65,885, which is a 2.5% decrease from the prior year's requested tax levy.

MOTION: Made by Trustee Astrella and seconded by Trustee Ruffolo to adopt Resolution 25-R-58 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 25-0-26 - AN ORDINANCE AMENDING SECTION 5-1-1 ENTITLED "CREATION AND COMPOSITION OF DEPARTMENT", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)

Chief Kaspar offered background on the ordinance request. In early September, staff were made aware that a patrol officer had applied with the Police Pension Fund for a duty-disability pension. Said officer is currently on leave of absence from the Department while the Police Pension Board conducts the duty-disability application process. Due to the length of time associated with the duty disability process, staff is facing a long-term manpower shortage and is seeking to temporarily increase the department's composition to alleviate this burden.

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

Chief of Police -1

Deputy Chief of Police -2

Sergeants - 4

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

The current total number of sworn officers is twenty-six (26) in the police department leaving one vacancy currently.

The passage of the attached ordinance will serve to temporarily amend the Village Code to allow for the total department composition to increase to twenty-eight (28) members.

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to pass Ordinance 25-0-26 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal thanked the Parks and Recreation team for their work and efforts in hosting the wonderful Boo Bash Halloween event this past weekend. She also thanked the Mayor for his support of the parks.

Trustee Ruffolo echoed what Trustee Neal said and added that he was at the event from start to finish. Everyone had a great time.

Trustee Mistele was not present.

Trustee Berglund had no report but agreed with Trustee Neal.

Trustee Davi stated that several years ago, he attended a government-related dinner where the topic focused on how a community successfully addressed flooding issues within their area. He emphasized the importance of responding to residents' concerns and expressed support for the Mayor's suggestion to hold another meeting with the affected residents. Trustee Davi concluded that action needs to be taken to assist the community.

Trustee Astrella had no report.

10. ATTORNEY'S REPORT

Attorney Durkin reminded the Board that there is an executive session this evening and thanked the Mayor and the Board on behalf of himself and his firm for the continued partnership with Willowbrook.

11. CLERK'S REPORT

Clerk Boerwinkle had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran congratulated Director Kleefisch and his team for their efforts for the past weekend's events. The Boo Bash was attended by 654 people.

The Administrator also thanked the Public Works Department for their ongoing work and resilience in addressing the recent main water breaks in the area.

Lastly, Director Krol deserves recognition for his contributions to the Community Rating System, where his diligent monitoring helped residents receive a 20 percent discount on flood insurance.

13. MAYOR'S REPORT

The Mayor expressed concern with the topics raised by the residents at this meeting. While the Village has historical data on the issue, more study is needed to resolve this regional issue, and he wants to include more knowledgeable voices on the issue to find a resolution. The Village

will continue to follow the problem and continue to work to find a solution.

14. EXECUTIVE SESSION

Mayor Trilla stated there will be an Executive session during tonight's meeting to discuss the following:

5 ILCS 120/2(c) (5) - The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

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

15. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Regular Meeting and recess to closed session at the hour of 7:22 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

November 10, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 10, 2025

GENERAL CORPORATE FUND	-----	\$	328,183.73
WATER FUND	-----	\$	242,571.00
CAPITAL PROJECT FUND	-----	\$	148,087.48
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	1,254.77
17 SERIES 2022 BOND	-----	\$	5,033.88
TOTAL WARRANTS	-----	\$	725,130.86

Amy Curtin, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
11/10/2025	APCHK	104359	44047	BESTWAY CHARTER TRANSPORTATION	ACTIVE ADULT PROGRAM	590-517	20		840.00
			45045		ACTIVE ADULT PROGRAM	590-517	20		845.00
			45062		ACTIVE ADULT PROGRAM	590-517	20		945.00
				CHECK APCHK 104359 TOTA					2,630.00
11/10/2025	APCHK	104360*#	3492	BRIGHTER ELECTRIC	MAINTENANCE - EQUIPMENT	570-411	20		3,040.00
11/10/2025	APCHK	104361	32880	CALLAHAN PLUMBING & IRRIGATION	Maintenance - Building	466-228	10		3,040.00
11/10/2025	APCHK	104363	GATEWAY SRA REIMB.	CARYN VERDUIN	SPECIAL RECREATION ASSOC PROG 590-518		20		820.00
11/10/2025	APCHK	104364	4265	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10		51.00
11/10/2025	APCHK	104365	23	CHARLES W. BEADLE	ACTIVE ADULT PROGRAM	590-517	20		436.70
11/10/2025	APCHK	104366	NO. 10	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20		550.00
									250.00
									250.00
11/10/2025	APCHK	104367*#	205385	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35		1,610.00
			205400		FEES - ENGINEERING	720-245	35		14,468.00
			204619		ENGINEERING SERVICES	820-262	40		620.00
			205390		ENGINEERING SERVICES	820-262	40		1,138.47
				CHECK APCHK 104367 TOTA					17,836.47
11/10/2025	APCHK	104368	1395128 - BRKLLJACIC	COLLETTE TRAVEL SERVICE	ACTIVE ADULT PROGRAM DEPOSITS 130-120		00		1,247.00
									1,247.00
11/10/2025	APCHK	104369#	0012812 NOV'25	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30		186.85
			0044518 NOV'25		INTERNET/WEBSITE HOSTING	715-225	35		350.40
				CHECK APCHK 104369 TOTA					537.25
11/10/2025	APCHK	104370	7078905000 SEP/OCT2	COMED	ENERGY - STREET LIGHTS	745-207	35		210.31
			5199984000 SEP/OCT2		ENERGY - STREET LIGHTS	745-207	35		645.50
			5166185000 SEP/OCT2		MAINTENANCE - TRAFFIC SIGNALS 745-224		35		88.15
				CHECK APCHK 104370 TOTA					943.96
11/10/2025	APCHK	104371	REFND EVNT CANCELLED	COMPASS AREA	ACCOUNTS RECEIVABLE	130-101	00		392.00
11/10/2025	APCHK	104372	19684	DU-COMM	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		392.00
									475.00
11/10/2025	APCHK	104373*#	4104	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	740-291	35		10,450.00
			4106		SPOILS HAULING SERVICES	740-291	35		3,850.00
			4107		SPOILS HAULING SERVICES	740-291	35		7,150.00

11/07/2025 10:22 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 10/29/2025 - 11/12/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
CHECK APCHK 104373 TOTA									
11/10/2025	APCHK	104374	3007599	FAMBRO MANAGEMENT LLC	COMMUNITY EVENTS	585-522	20		21,450.00
11/10/2025	APCHK	104375	27753	FIRST RESPONDERS WELLNE PERSONNEL RECRUITMENT		630-131	30		102.00
									102.00
									610.00
									610.00
11/10/2025	APCHK	104376*#	WINTERIZING '25	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20		2,219.86
11/10/2025	APCHK	104377	FBINAA TRAINING OCT	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		2,219.86
									30.00
									30.00
11/10/2025	APCHK	104378*#	842	GIS CONSORTIUM	OTHER PROFESSIONAL SERVICES	471-425	10		340.00
			842		FEES - ENGINEERING	720-245	35		340.00
			842		EDP LICENSES	815-263	40		340.00
CHECK APCHK 104378 TOTA									
									1,020.00
11/10/2025	APCHK	104379*#	NOVEMBER 2025	GOVERNMENT INSURANCE NE EMP DED PAY- INSURANCE		210-204	00		12,812.63
			NOVEMBER 2025		EMP DED PAY- INSURANCE	210-204	00		10,321.42
			NOVEMBER 2025		LIFE INSURANCE - ELECTED OFFI	410-141	05		70.21
			NOVEMBER 2025		LIFE INSURANCE - COMMISSIONER	435-148	07		21.24
			NOVEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	455-141	10		7,391.64
			NOVEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	550-141	20		3,091.26
			NOVEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	630-141	30		46,634.22
			NOVEMBER 2025		PSEBA BENEFITS	630-142	30		1,525.00
			NOVEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	710-141	35		3,594.81
			NOVEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	810-141	40		4,585.70
			NOVEMBER 2025		LIFE INSURANCE - PLAN COMMISS	810-148	40		50.74
CHECK APCHK 104379 TOTA									
									90,098.87
11/10/2025	APCHK	104380*#	17865	H AND R CONSTRUCTION IN SPOILS HAULING SERVICES		740-291	35		5,250.00
									5,250.00
11/10/2025	APCHK	104381*#	1871109	HINSDALE NURSERIES, INC	TREE MAINTENANCE	750-338	35		2,745.00
			1871612		Maintenance	750-338	35		2,020.00
CHECK APCHK 104381 TOTA									
									4,765.00
11/10/2025	APCHK	104382#	2033821	HOME DEPOT CREDIT SERVI	MAINTENANCE - EQUIPMENT	570-411	20		73.16
			9032195		MAINTENANCE - BUILDING	630-228	30		20.74
			1170632		MAINTENANCE - BUILDING	630-228	30		47.08
			CK104198 CREDIT		MAINTENANCE	725-410	35		(89.18)

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
CHECK APCHK 104382 TOTA									
51.80									
11/10/2025	APCHK	104383	6499	ILCMA	PERSONNEL RECRUITMENT	455-131	10		50.00
11/10/2025	APCHK	104384	S100043137.001	INDUSTRIAL ELECTRICAL MAINTENANCE - BUILDING		466-228	10		50.00
									9.00
									9.00
11/10/2025	APCHK	104385	REFUND CANCLLED EVN' JUDY HENDRICKS	ACTIVE ADULT PROGRAM		590-517	20		95.00
			REFND MILLION\$QUART	ACTIVE ADULT PROGRAM		590-517	20		132.00
CHECK APCHK 104385 TOTA									
227.00									
11/10/2025	APCHK	104386	REFND F.RIVIERA	KAREN HEITZ	ACTIVE ADULT PROGRAM DEPOSITS 130-120		00		1,247.00
11/10/2025	APCHK	104387	AUG/SEP/OCT '25	KAREN PITTRO	ACTIVE ADULT PROGRAM	590-517	20		1,247.00
									735.00
11/10/2025	APCHK	104388	SENIOR LUNCH11/19/2	KC BREWERY HOLDINGS INC	ACTIVE ADULT PROGRAM	590-517	20		735.00
									2,182.40
									2,182.40
11/10/2025	APCHK	104389#	25-76091	KEVRON PRINTING & DESIG	OFFICE SUPPLIES	455-301	10		318.80
			25-76046		OFFICE SUPPLIES	610-301	25		69.74
CHECK APCHK 104389 TOTA									
388.54									
11/10/2025	APCHK	104390	23040	LANDWORKS LTD	MAINTENANCE - EQUIPMENT	570-411	20		2,772.00
11/10/2025	APCHK	104391	DFR MTNG REIMB.	LAUREN KASPAR	OPERATING EQUIPMENT	630-401	30		2,772.00
									97.58
									97.58
11/10/2025	APCHK	104392*#	108067	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		14,190.00
			111165		FINANCIAL SERVICES	620-252	25		14,190.00
CHECK APCHK 104392 TOTA									
28,380.00									
11/10/2025	APCHK	104393	94033	LAW OFFICES STORINO RAM	FEES - VILLAGE ATTORNEY	470-239	10		15,600.80
			94033		FEES - LABOR COUNSEL	470-242	10		2,059.20
			94033		FEES - LABOR COUNSEL	470-242	10		2,871.00
CHECK APCHK 104393 TOTA									
20,531.00									
11/10/2025	APCHK	104397*#	8375	MUNICIPAL GIS PARTNERS, OTHER PROFESSIONAL SERVICES		471-425	10		1,002.87
			8375		FEES - ENGINEERING	720-245	35		1,002.86
			8375		EDP LICENSES	815-263	40		1,002.86
CHECK APCHK 104397 TOTA									
3,008.59									
11/10/2025	APCHK	104398	68455237617 OCT'25	NICOR GAS	NICOR GAS (825 MIDWAY)	570-235	20		75.49
									75.49
11/10/2025	APCHK	104399*#	22278	NJ RYAN TREE & LANDSCAP	MAINTENANCE - EQUIPMENT	570-411	20		14,580.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			22277		TREE MAINTENANCE	750-338	35		11,960.00
			22279		TREE MAINTENANCE	750-338	35		13,000.00
					CHECK APCHK 104399 TOTA				39,540.00
11/10/2025 APCHK 104401# 5578844 ORBIS SOLUTIONS CONSULTING SERVICES - IT 460-306 10 1,054.35									
			5578844		INFORMATIONAL TECH SERVICES	555-308	20		421.74
			5578794		INFORMATIONAL TECH SERVICES	640-308	30		415.00
			5578844		INFORMATIONAL TECH SERVICES	640-308	30		4,428.28
			5578844		INFORMATIONAL TECH SERVICES	715-308	35		702.91
			5578844		INFORMATIONAL TECH SERVICES	815-308	40		421.74
					CHECK APCHK 104401 TOTA				7,444.02
11/10/2025	APCHK	104403	INV-148363	POWERDMS INC	EDP LICENSES	640-263	30		2,795.63
11/10/2025	APCHK	104404	106262	PUBLIC SAFETY DIRECT	INMAINTENANCE - BUILDING	630-228	30		2,795.63
									563.00
11/10/2025	APCHK	104405	EVENT PRCHSE REIMB	SILVIA RUPCICH	COMMODITIES	670-331	30		563.00
									78.68
11/10/2025	APCHK	104407	20134983	STARCHASE LLC	FEES/DUES/SUBSCRIPTIONS	630-307	30		78.68
									350.00
11/10/2025	APCHK	104408	2/3, 3/16, 4/28 '26 DE	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20		350.00
									875.00
11/10/2025	APCHK	104409	6/9, 9/22 '26 DEPOS	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		875.00
									550.00
11/10/2025	APCHK	104410	KENNY & DOLLY (BAL)	STARVED ROCK LODGE	ACTIVE ADULT PROGRAM	590-517	20		550.00
									3,400.00
11/10/2025	APCHK	104412	WPR10302025	SYLVIE SADARNAC	ACTIVE ADULT PROGRAM	590-517	20		3,400.00
									950.00
11/10/2025	APCHK	104413	203739300 SEP/OCT'2	T-MOBILE	PHONE - TELEPHONES	455-201	20		950.00
									320.04
									320.04
11/10/2025	APCHK	104414*#	TG5 OCTOBER 2025	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		700.00
			TG5, INV #1454		MAINTENANCE	725-410	35		360.00
			TG5 OCTOBER 2025		SPOILS HAULING SERVICES	740-291	35		450.00
					CHECK APCHK 104414 TOTA				1,510.00
11/10/2025	APCHK	104416	E15190 BALANCE	THE JACOB HENRY MANSION	ACTIVE ADULT PROGRAM	590-517	20		1,960.00
11/10/2025	APCHK	104417	1634682354	TINT TO U	MAINTENANCE - BUILDING	630-228	30		1,960.00
									120.00
									120.00
11/10/2025	APCHK	104418*#	UPS2025-WIBK1009202	UNDERGROUND PIPE SOLUTI	MAINTENANCE - EQUIPMENT	570-411	20		1,500.00
			UPS2025-WIBK1013202		MAINTENANCE - EQUIPMENT	570-411	20		2,550.00
			UPS2025-WIBK1014202		MAINTENANCE - EQUIPMENT	570-411	20		2,400.00
			UPS2025-WIBK1015202		MAINTENANCE - EQUIPMENT	570-411	20		1,856.25
			UPS2025-WIBK1016202		MAINTENANCE - EQUIPMENT	570-411	20		1,800.00

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 10/29/2025 - 11/12/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			UPS2025-WIBK1020202		STORM WATER IMPROVEMENTS MAIN 750-381		35		1,900.00
			UPS2025-WIBK1027202		STORM WATER IMPROVEMENTS MAIN 750-381		35		2,320.00
			UPS2025-WIBK1104202		STORM WATER IMPROVEMENTS MAIN 750-381		35		4,925.00
				CHECK APCHK 104418 TOTA					19,251.25
11/10/2025	APCHK	104419	01006358	UNIFORMS DIRECT LLC	OPERATING EQUIPMENT	630-401	30		60.00
			01006575		OPERATING EQUIPMENT	630-401	30		226.00
				CHECK APCHK 104419 TOTA					286.00
11/10/2025	APCHK	104422	102025	VACCHIANO MARIA E.	COMMUNITY EVENTS	585-522	20		25.00
			102125		COMMUNITY EVENTS	585-522	20		80.00
				CHECK APCHK 104422 TOTA					105.00
11/10/2025	APCHK	104424#	INV12332297	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		321.60
			INV12332297		PHONE - TELEPHONES	455-201	20		97.88
			INV12332297		PHONE - TELEPHONES	630-201	30		97.88
			INV12332297		TELEPHONES	710-201	35		783.01
			INV12332297		TELEPHONES	810-201	40		97.88
				CHECK APCHK 104424 TOTA					1,398.25
11/10/2025	APCHK	104425	5863		WAGNER WINDOW CLEANING MAINTENANCE - BUILDING	466-228	10		650.00
11/10/2025	APCHK	104426	6004531-0		WAREHOUSE DIRECT, INC. UNIFORMS	570-345	20		650.00
									452.20
									452.20
11/10/2025	APCHK	104428*#	6452815	WILLOWBROOK FORD INC.	MAINTENANCE	725-410	35		558.19
11/10/2025	APCHK	104429	3716		WLBK BURR RIDGE CHAMBER OFFICE SUPPLIES	410-301	05		558.19
									30.00
					Total for fund 01 GENERAL FUND				328,183.73

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
11/10/2025	APCHK	104355	41046	ASSOCIATED TECHNICAL SE	LEAK SURVEYS	430-276	50		752.00
			41143		LEAK SURVEYS	430-276	50		1,140.00
				CHECK APCHK 104355 TOTA					1,892.00
11/10/2025	APCHK	104356*#	287309265781 OCT '25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50		508.12
									508.12
11/10/2025	APCHK	104360*#	3493	BRIGHTER ELECTRIC	WELLHOUSE REPAIRS & MAIN - WB	425-474	50		535.00
11/10/2025	APCHK	104362	LE096062	CARROLL CONSTRUCTION	SUMATERIAL & SUPPLIES - DISTRIB	430-476	50		535.00
									971.68
11/10/2025	APCHK	104367*#	205383	CHRISTOPHER B. BURKE	SPECIAL PROJECTS	401-310	50		7,757.27
			205384		FEES - ENGINEERING	405-245	50		424.00
				CHECK APCHK 104367 TOTA					8,181.27
11/10/2025	APCHK	104373*#	4109	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MA	430-277	50		2,700.00
									2,700.00
11/10/2025	APCHK	104378*#	842	GIS CONSORTIUM	FEES - ENGINEERING	405-245	50		340.00
									340.00
11/10/2025	APCHK	104379*#	NOVEMBER 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE	401-141	50		8,589.49
									8,589.49
11/10/2025	APCHK	104380*#	17862	H AND R CONSTRUCTION	INWATER DISTRIBUTION REPAIRS/MA	430-277	50		5,400.00
									5,400.00
11/10/2025	APCHK	104392*#	108067	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50		9,460.00
			111165		FINANCIALS SERVICES	401-309	50		9,460.00
				CHECK APCHK 104392 TOTA					18,920.00
11/10/2025	APCHK	104395	INV075096	METROPOLITAN INDUSTRIES	EDP LICENSES	417-263	50		138.00
			INV078005		EDP LICENSES	417-263	50		138.00
				CHECK APCHK 104395 TOTA					276.00
11/10/2025	APCHK	104396	0172318-IN	MIDWEST METER INC	EDP LICENSES	417-263	50		6,900.00
									6,900.00
11/10/2025	APCHK	104397*#	8375	MUNICIPAL GIS PARTNERS,	FEES - ENGINEERING	405-245	50		1,002.87
									1,002.87
11/10/2025	APCHK	104399*#	22280	NJ RYAN TREE & LANDSCAP	WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,900.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

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CHECK DATE FROM 10/29/2023 - 11/12/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
11/10/2025	APCHK	104360*#	3491	BRIGHTER ELECTRIC	POLICE VEHICLES	600-317	55		10,400.00
									10,400.00
11/10/2025	APCHK	104367*#	205389	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55		18,828.55
			205386		BORSE PARK - PHASE III	600-355	55		12,639.44
			205387		BORSE PARK - PHASE III	600-355	55		24,395.00
				CHECK APCHK 104367 TOTA					55,862.99
11/10/2025	APCHK	104373*#	4108	FALCO'S LANDSCAPING INC	BORSE PARK - PHASE III	600-355	55		5,000.00
									5,000.00
11/10/2025	APCHK	104376*#	CREEKSID FOUNTAIN	FOX TOWN PLUMBING INC	PARK EQUIPMENT	600-344	55		4,091.25
									4,091.25
11/10/2025	APCHK	104380*#	17864	H AND R CONSTRUCTION IN	BORSE PARK - PHASE III	600-355	55		6,200.00
									6,200.00
11/10/2025	APCHK	104381*#	1871921	HINSDALE NURSERIES, INC	BORSE PARK - PHASE III	600-355	55		11,525.00
			1871949		BORSE PARK - PHASE III	600-355	55		2,620.00
				CHECK APCHK 104381 TOTA					14,145.00
11/10/2025	APCHK	104400	57853	NUTOYS LEISURE PRODUCTS	BORSE PARK - PHASE III	600-355	55		7,312.00
11/10/2025	APCHK	104402	8301	PARKREATION INC	BORSE PARK - PHASE III	600-355	55		7,312.00
11/10/2025	APCHK	104406	160093920-001	SITEONE LANDSCAPE SUPPL	BORSE PARK - PHASE III	600-355	55		33,761.00
									33,761.00
									1,008.24
11/10/2025	APCHK	104414*#	TG5, INV #1421	TAMELING GRADING	BORSE PARK - PHASE III	600-355	55		8,992.00
11/10/2025	APCHK	104420	23-1213-10	UPLAND DESIGN, LTD.	BORSE PARK PHASE II	600-347	55		8,992.00
									319.00
									319.00
11/10/2025	APCHK	104427*#	0332328	WATER PRODUCTS-AURORA	BORSE PARK - PHASE III	600-355	55		996.00
									996.00
				Total for fund 10 CAPITAL PROJECT FUND					148,087.48

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX									
11/10/2025	APCHK	104379*#	NOVEMBER 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE 455-141	15			1,254.77
					Total for fund 15 RT 83/PLAINFIELD RD BUS				1,254.77

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 17 SERIES 2022 BOND									
11/10/2025	APCHK	104394	11042025	MALLON AND ASSOCIATES, OTHER PROFESSIONAL SERVICE (W540-425		80			5,033.88
					Total for fund 17 SERIES 2022 BOND				5,033.88
				TOTAL - ALL FUNDS					5,033.88
									725,130.86

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

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



Village of **WILLOWBROOK**

**Community
Development**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: 11/10/2025

SUBJECT:

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A KENNEL FOR OVERNIGHT BOARDING IN THE B-COMMUNITY SHOPPING DISTRICT FOR THE EXISTING PET GROOMING BUSINESS, THE BARKER SHOP, LOCATED AT 7420 S. QUINCY STREET

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 applicant and business owner have submitted an application for a special use for a kennel, for overnight boarding of pets, at an existing pet grooming business called The Barker Shop. Per Section 9-3-05(A) of the Village of Willowbrook Unified Development Ordinance (UDO), pet grooming services are identified as a permitted use within the B District. However, the proposed addition of overnight dog boarding qualifies as a kennel use, which is classified as a Special Use under the UDO.

According to Section 9-11-10(A), a “kennel” is defined as:

“Any lot or premises or portion thereof on which more than four dogs, cats, or other household domestic animals over four months of age are kept, or at which more than two such animals are boarded for compensation or kept for sale.”

Therefore, the applicant’s request to expand operations to include overnight boarding constitutes a Special Use and requires review and recommendation by the Plan Commission and final approval by the Village Board.

BACKGROUND/SUMMARY

The Barker Shop has operated for over 20 years, providing professional pet grooming services to Willowbrook and the surrounding DuPage and Cook County communities. The business occupies a well-established commercial tenant space located in the Willowbrook Plaza Shopping Center, facing Quincy Street.

The petitioner is seeking to expand the current grooming operation to include overnight dog boarding services, a complementary use that responds to the growing demand from existing clientele. According to the applicant, many customers currently must leave Willowbrook to find overnight pet care, resulting in a local service gap.

A public hearing was held on Wednesday, November 5, 2025, before the Plan Commission, which voted unanimously 4 to 0 in favor of recommending approval of the proposed special use for a kennel as proposed, with all four (4) recommended conditions highlighted in the motion included. The four conditions of the recommendation include:

Boarding shall occur indoors only, with no outdoor kennels

The facility shall comply with DuPage County Animal Control and Village of Willowbrook regulations



No structural expansion or changes to exterior lighting or signage shall occur without Village approval

The use shall be operated substantially in conformance with the submitted site and floor plan.

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION:

Approval of the Ordinance based on the Plan Commission recommendation.



Village of Willowbrook

Staff Report to the Plan Commission

Public Hearing Date:	November 5, 2025															
Village Board Receive & Vote:	November 10, 2025															
Prepared By:	Michael Krol, Director of Community Development															
Case Title:	Zoning Hearing Case No. PC 25-07: 7420 S. Quincy St. for a special use consideration of a kennel, for overnight boarding for an existing pet grooming business.															
Petitioner:	The Barker Shop, 7420 S. Quincy Street, Willowbrook, IL 60527.															
Action Requested:	Consideration and recommendation of a petition requesting a special use of a kennel for overnight boarding in the B – Community Shopping District, for the existing pet grooming business The Barker Shop.															
Location:	7420 S. Quincy Street, Willowbrook, IL 60527.															
PINs:	09-26-202-014															
Existing Zoning:	B – Community Shopping District															
Proposed Zoning:	B – Community Shopping District with a special use for a kennel.															
Property Size:	3.59 acres															
Surrounding Land Use:	<table><thead><tr><th></th><th>Use</th><th>Zoning</th></tr></thead><tbody><tr><td>North</td><td>Community Shopping District (Restaurant & Ford/Kia)</td><td>B</td></tr><tr><td>South</td><td>Industrial building</td><td>M-1</td></tr><tr><td>East</td><td>Vacant lot/wetland area</td><td>M-1</td></tr><tr><td>West</td><td>Community shopping (restaurant, retail, and urgent care clinic)</td><td>B</td></tr></tbody></table>		Use	Zoning	North	Community Shopping District (Restaurant & Ford/Kia)	B	South	Industrial building	M-1	East	Vacant lot/wetland area	M-1	West	Community shopping (restaurant, retail, and urgent care clinic)	B
	Use	Zoning														
North	Community Shopping District (Restaurant & Ford/Kia)	B														
South	Industrial building	M-1														
East	Vacant lot/wetland area	M-1														
West	Community shopping (restaurant, retail, and urgent care clinic)	B														

Necessary Action by Village Board: Consider approval of the attached ordinance.



History & Background

Site Description

The Barker Shop has operated for over 20 years, providing professional pet grooming services to Willowbrook and the surrounding DuPage and Cook County communities. The business occupies a well-established commercial tenant space located in the Willowbrook Plaza Shopping Center, facing Quincy Street.

The petitioner is seeking to expand the current grooming operation to include overnight dog boarding services, a complementary use that responds to the growing demand from existing clientele. According to the applicant, many customers currently must leave Willowbrook to find overnight pet care, resulting in a local service gap.

The facility maintains a long history of compliance with Village regulations and has received positive feedback from local residents for its professional standards and animal welfare practices.



Exhibit 1: The Barker Shop unit is highlighted

Surrounding Uses

Surrounding zoning and uses within the shopping center (Willowbrook Plaza Shopping Center) including Club Champion, a Fedex Print and Ship Center, Kabob-G restaurant, Mint Cannabis, nail salons, and associated parking lot in the B zoning district, north is a building and parking being used by Ford/Kia automobile inventory, and manufacturing/sales uses in the M-1 zoning district to the south and east.



Development Proposal

The proposal consists of an interior reconfiguration of the existing business to accommodate designated boarding suites and kennel rooms, as illustrated on the submitted floor plan. The layout includes multiple individual boarding areas located throughout the main floor, separated into smaller rooms designed to provide quiet rest spaces for boarded animals.

As indicated in the applicant's narrative statement, staff will remain on-site after hours to ensure proper supervision, security, and animal care. The site will retain its existing parking layout, landscaping, and access points, with no exterior expansion or new building additions proposed.

Noise control will be addressed through the use of interior sound-insulating materials, enclosed boarding rooms, and the absence of outdoor activity areas. All operations will occur entirely within the existing building footprint, and no outdoor kenneling or exercise areas are proposed.

Staff Analysis

Appropriateness of Use

Per Section 9-3-05(A) of the Village of Willowbrook Unified Development Ordinance (UDO), pet grooming services are identified as a permitted use within the B District. However, the proposed addition of overnight dog boarding qualifies as a kennel use, which is classified as a Special Use under the UDO.

According to Section 9-11-10(A), a "kennel" is defined as:

"Any lot or premises or portion thereof on which more than four dogs, cats, or other household domestic animals over four months of age are kept, or at which more than two such animals are boarded for compensation or kept for sale."

Therefore, the applicant's request to expand operations to include overnight boarding constitutes a Special Use and requires review and recommendation by the Plan Commission and final approval by the Village Board.

The UDO establishes specific performance standards for kennel operations, including requirements for indoor operations, noise control, waste management, climate control, and outdoor activity setbacks. The applicant's proposal demonstrates compliance with these standards and the intent of the ordinance as follows:

- (1) No livestock or large animals shall be boarded, treated, or kept on the premises.
- (2) The use shall be conducted primarily within a fully enclosed building designed with noise resistant materials (plans and specifications for noise-resistant materials shall be approved by the city through the building permit approval process).
- (3) All litter and waste shall be contained and controlled on site by having appropriate flushing drains and other physical elements to properly dispose of cleaning waste from the boarding area.
- (4) Drainage from outdoor areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.
- (5) The boarding area must be air-conditioned and heated so that windows, doors or other openings can be closed at any time.
- (6) Outdoor areas shall be set back as far as possible from all residential properties, with a minimum setback of one hundred fifty (150) feet. However, the Village Council may consider smaller setbacks in areas with high levels of noise, such as those impacted by highways,



provided that the operator can demonstrate how they will mitigate noise impacts in the outdoor area.

(7) Solid waste will be removed from the outdoor area after each use of the area.

(8) All outdoor areas shall be screened with a solid opaque fence or wall at least six (6) feet in height.

In summary, the proposed Special Use is appropriate and compatible with surrounding land uses, consistent with the Village's intent for the B zoning district, and in full alignment with the kennel use standards outlined in the Village Code.

Standards for Review for a Special Use Permit (9-9-05)

There exist various uses, which, because of their special or unique characteristics, may be located in some zoning districts with no disruptive effects, but which may, in other districts, need special consideration and restraints in order to measure and prevent potential adverse impacts upon other uses located in such districts.

The following review criteria shall be met in order for the Village Board to approve a Special Use Permit application:

- (1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- (2) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- (3) The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- (4) Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Staff Summary

Staff has no objection to the requested Special Use Permit for overnight dog boarding at 7420 S. Quincy Street, subject to the following conditions:

1. Boarding shall occur indoors only, with no outdoor kennels.
2. The facility shall comply with DuPage County Animal Control and Village of Willowbrook regulations.
3. No structural expansion or changes to exterior lighting or signage shall occur without Village approval.
4. The use shall be operated substantially in conformance with the submitted site and floor plan.

Discussion at the November 5, 2025, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the November 5, 2025, meeting. The following members were in attendance: Chairman Walec, Vice Chairman Kaucky,



Commissioners Kaczmarek, and Kanaverskis. One member of the public was in attendance, but no public comment or objection was made.

Staff did not receive any inquiries or objections about the special use prior to the public hearing.

Alina Johnson, representing The Barker Shop, was sworn in and presented the special use request to the Plan Commission. Director Krol was present to address any zoning code-related questions from the Commission.

During the discussion, Plan Commissioners inquired about the number of dogs to be boarded. The applicant explained that operations would begin with three to five dogs until a consistent routine is established, after which the number may gradually increase. The tenant space occupies approximately 6,000 square feet and currently accommodates 30 to 60 dogs daily for grooming during peak holiday periods. The proposed boarding service would serve as an additional amenity for existing clientele. No tenant space modifications are required, as sufficient space is already available for the proposed dog suites. The Plan Commission raised no further questions or concerns regarding the request and noted no objections to the special use standards as presented by the applicant.

Motion

The following motion made by Vice Chairman Kaucky was seconded by Commissioner Kanaverskis and approved, a 4-0 roll call vote of the members present:

Sample Motion:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the requested Special Use Permit for overnight dog boarding within *The Barker Shop*, located at 7420 S. Quincy Street, subject to the following conditions:

- 1. Boarding shall occur indoors only, with no outdoor kennels.**
- 2. The facility shall comply with DuPage County Animal Control and Village of Willowbrook regulations.**
- 3. No structural expansion or changes to exterior lighting or signage shall occur without Village approval.**
- 4. The use shall be operated substantially in conformance with the submitted site and floor plan.**

Documents Attached:

- Attachment 1: Notice of Public Hearing
- Attachment 2: Picture of Public Hearing sign
- Attachment 3: Legal Description
- Attachment 4: Online Submittal Application
- Attachment 5: Special Use Standards by applicant (2 sheets)
- Attachment 6: Narrative Statement
- Attachment 7: Floor plan



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: 11633

PO Number: 25-07

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, PI.

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

10/21/2025

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

William Weibert
Senior Director
Advertising

Date: 10/21/2025

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 25-07

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 5th of November, 2025, at the hour of 7:00 P.M. in the Village Community Resource Center (CRC) Boardroom, 825 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting a special use for a kennel, for an existing pet grooming business on the property legally described as follows:

LOT 1 IN WINGREN PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 11 AND PART OF LOT 12 IN E. J. CHLUMSKY'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WINGREN PLAZA SUBDIVISION RECORDED ON DECEMBER 5, 1989 AS DOCUMENT R89-152944, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-202-014

The applicant for this petition is Alina Johnson, The Barker Shop, 7420 S. Quincy Street, Willowbrook, Illinois 60527.

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2262, 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 recessed to another date if not concluded on the evening scheduled.

/s/ Sean Halloran
Village Administrator
(630) 323-8215

Published in the October 21, 2025, edition of The Chicago Sun-Times Newspaper #11633

VILLAGE OF WILLOWBROOK

7760 S QUINCY ST
WILLOWBROOK, IL 605275532



Attachment 2
Picture of Public Hearing Sign posted on site





Attachment 3
Legal Description

Legal Description: Lot 1 in Wingren Plaza Subdivision, being a re-subdivision of lot 11 and part of lot 12 in E.J. Chlumsky's subdivision or part of the west $\frac{1}{2}$ of the north east $\frac{1}{4}$ of section 26, township 38 north, range 11, east of the third principal meridian, according to the plat of wingren plaza subdivision recorded December 5, 1989 as document R89-152944, in DuPage County, Illinois

ADDRESSES: 800-900 S. 75TH STREET, WILLOWBROOK, IL 60521

PIN: 09-26-202-014



Attachment 4 Online Submittal Application

Project Name * _____

Barker Shop Overnight Boarding

The title of the application. How the name of the project, how it will be referred to.

Address and General Property Description * _____

**7420 S Quincy Street. Legal 1: WINGRENS PLAZA SUB
Legal 2: ALL Lot: 001**

Please describe the subject property.

Current Use of the Subject Property * _____

Community Shopping District Business - Pet Services

Describe the existing conditions and the current land use.

Proposed Use of the Subject Property * _____

Pet Services & Overnight Boarding

Provide a short narrative of the project proposal and proposed land use.

Zoning and Land Use of Adjacent Properties * _____

North, South and West B- Community Shopping District, Business. East MI, Light Manufacturing

Describe the existing conditions including the Zoning and Land Use of all adjacent properties surrounding the Subject Property to the North, South, East, and West.



Attachment 5
Special Use Standards (2 pages)

Dear Members of the Planning and Zoning Commission,

This letter is submitted in conjunction with our application for a Special Use Permit to add overnight dog boarding services to our existing pet care business located at 7420 S Quincy Street in Willowbrook, Illinois. As part of this application, we understand it is necessary to address the standards and criteria outlined in the Village of Willowbrook's Zoning Ordinance for the granting of a Special Use Permit.

Please find below our narrative addressing these standards as they relate to our proposed overnight dog boarding service:

A. Public Health, Safety, Morals, Comfort, and General Welfare: The operation of overnight dog boarding facilities prioritizes safety and comfort for pets and their owners. Proper measures, such as secure enclosures, trained staff, and adherence to health protocols, ensure that the facility does not pose any risk to public health or welfare. All overnight boarding operations will be conducted within the facility and dogs will be walked on an individual basis to prevent disruption on the exterior of the building.

B. Impact on Neighboring Properties: Most businesses in the area are closed during evening hours or unoccupied, ensuring that the addition of overnight boarding will not impact them. Furthermore, there are no residential areas nearby that could be affected. The surrounding businesses are not currently disturbed by our operations, and this will remain unchanged due to their operating hours and our commitment to maintaining a quiet and professional environment.

C. Development and Improvement of Surrounding Property: The establishment of such facilities does not hinder the development of surrounding properties. Instead, it can enhance the area's appeal by providing a valuable service to pet owners.

D. Utilities and Necessary Facilities: Adequate utilities, access roads, and drainage systems are integral to the operation of overnight dog boarding facilities. These are either already in place or will be implemented to meet the requirements set by the village.

E. Traffic Congestion: Facilities are already designed with proper ingress and egress points to ensure smooth traffic flow and minimize congestion on public streets. Parking spaces and drop-off areas are strategically planned and currently in use.

F. Compliance with District Regulations: The Barker Shop is located on the back side of the property, surrounded by industrial-zoned buildings. These types of zones are typically chosen for overnight boarding facilities due to their suitability for such operations. This location further ensures that the facility conforms to the applicable regulations of the district, unless modifications are approved by the Village Board



G. Changed Conditions and Time Elapsed: If conditions in the area have substantially changed and at least one year has passed since any prior denial, the addition of overnight dog boarding can be reconsidered as a viable special use.

Sincerely,

Alina Johnson, Owner
The Barker Shop
708-420-4007
alina@thebarkershop.com



Attachment 6:

The Barker Shop, located at 7420 S Quincy Street in Willowbrook, Illinois, is respectfully requesting a Special Use Permit from the Village of Willowbrook to expand our existing pet care services to include overnight dog boarding.

For over 20 years, The Barker Shop has proudly served Cook & DuPage County communities by providing pet grooming services. We have established a strong reputation for our commitment to the safety, well-being, and happiness of the animals in our care.

Our clientele consists of responsible pet owners within Willowbrook and the surrounding areas who entrust us with the care of their beloved companions. We have consistently operated in a manner that is respectful of our neighbors and in compliance with all Village ordinances.

The addition of overnight dog boarding is a natural extension of our current services and directly addresses a need within the Willowbrook community. We frequently receive requests from our existing clients for safe and reliable overnight care when they travel. Currently, these residents often have to seek boarding services outside of the Village.

Our proposed overnight boarding service will be conducted with the same high standards of care and safety that define our current operations. We envision a limited number of individual, comfortable kennels/suites, dedicated staff on-site, and a secure and climate-controlled environment.

We are committed to mitigating any potential impact on the surrounding neighborhood. We are confident that our operations will be conducted in a manner that is consistent with the character of the neighborhood and in full compliance with all applicable Village regulations.

Granting this Special Use Permit will allow The Barker Shop to better serve the needs of our existing clientele and the broader Willowbrook community by providing a convenient and trusted local option for overnight dog care. We believe this expansion will be a valuable asset to the Village, allowing residents to keep their pets within their community while they travel.

We have attached requested documentation for your review and are available to answer any questions or provide further information as needed. Thank you for considering our request.

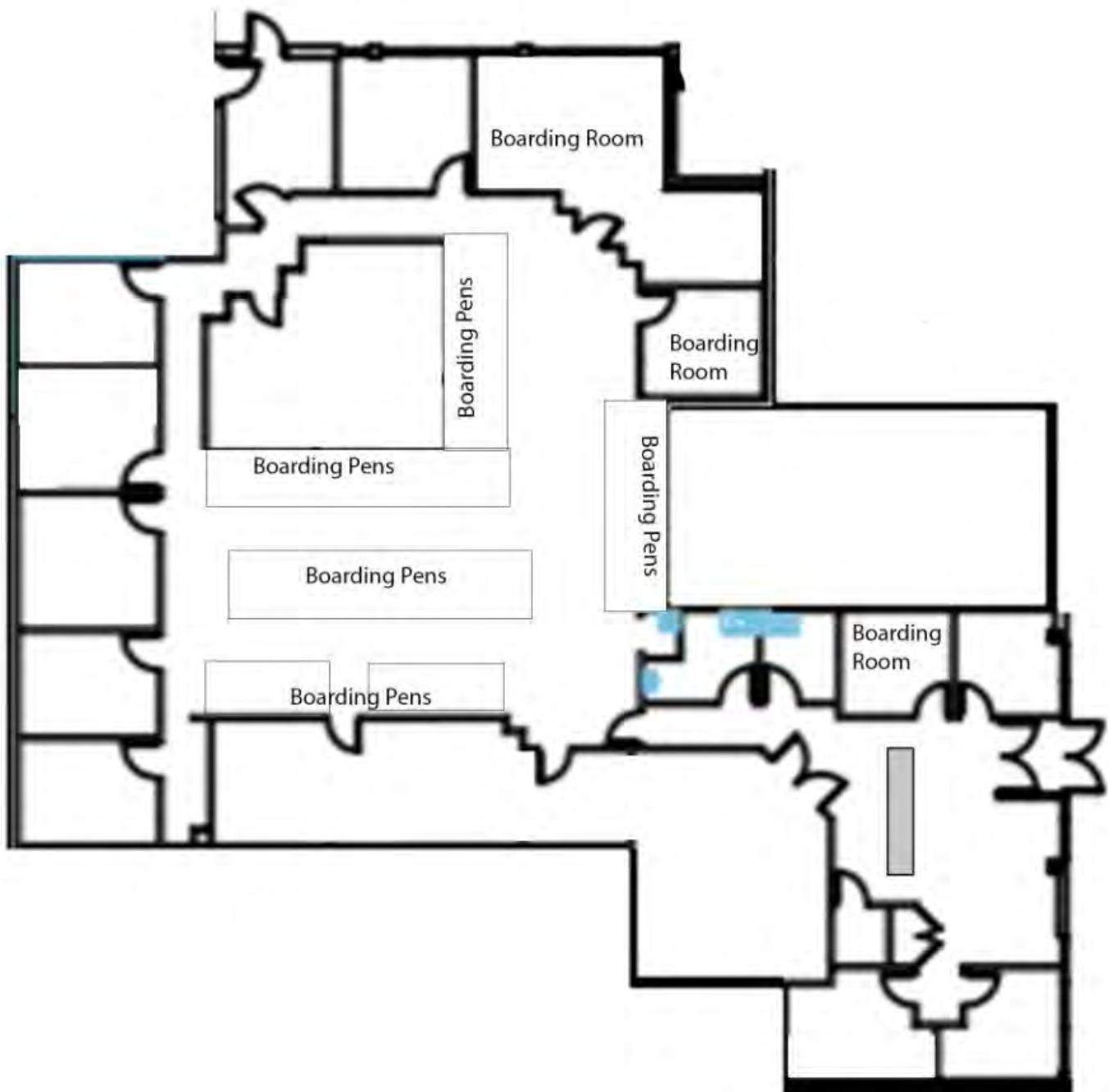
Sincerely,

Alina Johnson, Owner

The Barker Shop
708-420-4007
alina@thebarkershop.com



Attachment 7:
Floor Plan



ORDINANCE NO. 25-O-_____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A KENNEL FOR
OVERNIGHT BOARDING IN THE B-COMMUNITY SHOPPING DISTRICT FOR THE
EXISTING PET GROOMING BUSINESS, THE BARKER SHOP, LOCATED AT
7420 S. QUINCY STREET**

WHEREAS, on or about September 5, 2025, Alina Johnson of The Barker Shop, 7420 S. Quincy Street, Willowbrook, Illinois 60527, and business owner (“APPLICANT”), filed an application with the Village of Willowbrook (“VILLAGE”), with respect to the property legally described in Exhibit “A” attached hereto which is, by this reference, incorporated herein (“SUBJECT REALTY”); and

WHEREAS, said application requested that the Village grant a special use permit for a kennel for overnight boarding for the existing pet grooming business, The Barker Shop, for the SUBJECT REALTY in the B-Community Shopping District; and

WHEREAS, Notice of Public Hearing on said application was published in compliance with Section 9-9-03(B)(3)(c) of the Willowbrook Unified Development Ordinance in the *Chicago Sun Times* newspaper on October 21, 2025, which is at least fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY at least 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) of the Willowbrook Unified Development Ordinance; and public notice was provided by posting on the property signs visible to the general public complying with the requirements of Sections 9-3-03(B)(3)(b) of the Willowbrook Unified Development Ordinance, for at least fifteen (15) consecutive days prior to the public hearing dates; and

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about November 5, 2025, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, at said public hearing, the applicant provided testimony in support of said application and all interested parties had an opportunity to be heard; and

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact, to the Mayor and Board of Trustees on or about November 6, 2025, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated November 6, 2025.

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

SECTION ONE: The findings made by the Plan Commission in its recommendation, attached hereto as Exhibit "B", are hereby adopted by the Mayor and Board of Trustees.

SECTION TWO: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of special use permits on the SUBJECT REALTY, pursuant to Section 9-9-05 of the Unified Development Ordinance of the Village of Willowbrook, to allow the operation of a kennel for overnight boarding for the existing pet grooming business, The Barker Shop, on the SUBJECT REALTY.

SECTION THREE: That the relief granted in Section Two of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated, and maintained in accordance with the following terms, conditions, and provisions:

- A. Boarding shall occur indoors only, with no outdoor kennels.
- B. The facility on the SUBJECT REALTY shall comply with DuPage County Animal Control and all Village of Willowbrook regulations.
- C. No structural expansion or changes to the exterior lighting or signage shall occur without Village approval.
- D. The use shall be operated substantially in conformance with the submitted site and floor plan.

SECTION FOUR: That the Village Clerk is hereby authorized and directed to note the zoning grants made by this Ordinance upon the official Zoning Map of the Village of Willowbrook.

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

PASSED and APPROVED this 10th day of November, 2025.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN WINGREN PLAZA SUBDIVISION, BEING A RE-SUBDIVISION OF LOT 11 AND PART OF LOT 12 IN E.J. CHLUMSKY'S SUBDIVISION OR PART OF THE WEST $\frac{1}{2}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WINGREN PLAZA SUBDIVISION RECORDED DECEMBER 5, 1989 AS DOCUMENT R89-152944, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-202-014

EXHIBIT B

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT



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: Mike Walec, Chairman, Plan Commission

DATE: November 6, 2025

SUBJECT: **Zoning Hearing Case 25-07:** Consideration and recommendation of a petition requesting a special use of a kennel for overnight boarding in the B – Community Shopping District, for the existing pet grooming business The Barker Shop.

The applicant is Alina Johnson, The Barker Shop 7420 S. Quincy Street, Willowbrook, IL 60527.

At a regular meeting of the Plan Commission held on Wednesday, November 5, 2025, the above-referenced application was discussed, and the following motion was made:

MOTION: Made by Vice Chairman Kaucky and seconded by Commissioner Kanaverskis outlined on page 5 of the Plan Commission packet, including the adopted finding of facts by the Plan Commission, based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the requested Special Use Permit for overnight dog boarding within *The Barker Shop*, located at 7420 S. Quincy Street, subject to the following conditions:

1. Boarding shall occur indoors only, with no outdoor kennels.
2. The facility shall comply with DuPage County Animal Control and Village of Willowbrook regulations.
3. No structural expansion or changes to exterior lighting or signage shall occur without Village approval.
4. The use shall be operated substantially in conformance with the submitted site and floor plan.

ROLL CALL:

AYES: Chairman Walec, Vice Chairman Kaucky, Commissioners Kanaverskis and Kaczmarek

NAYS: None

ABSENT: Commissioner Louise

MOTION DECLARED CARRIED

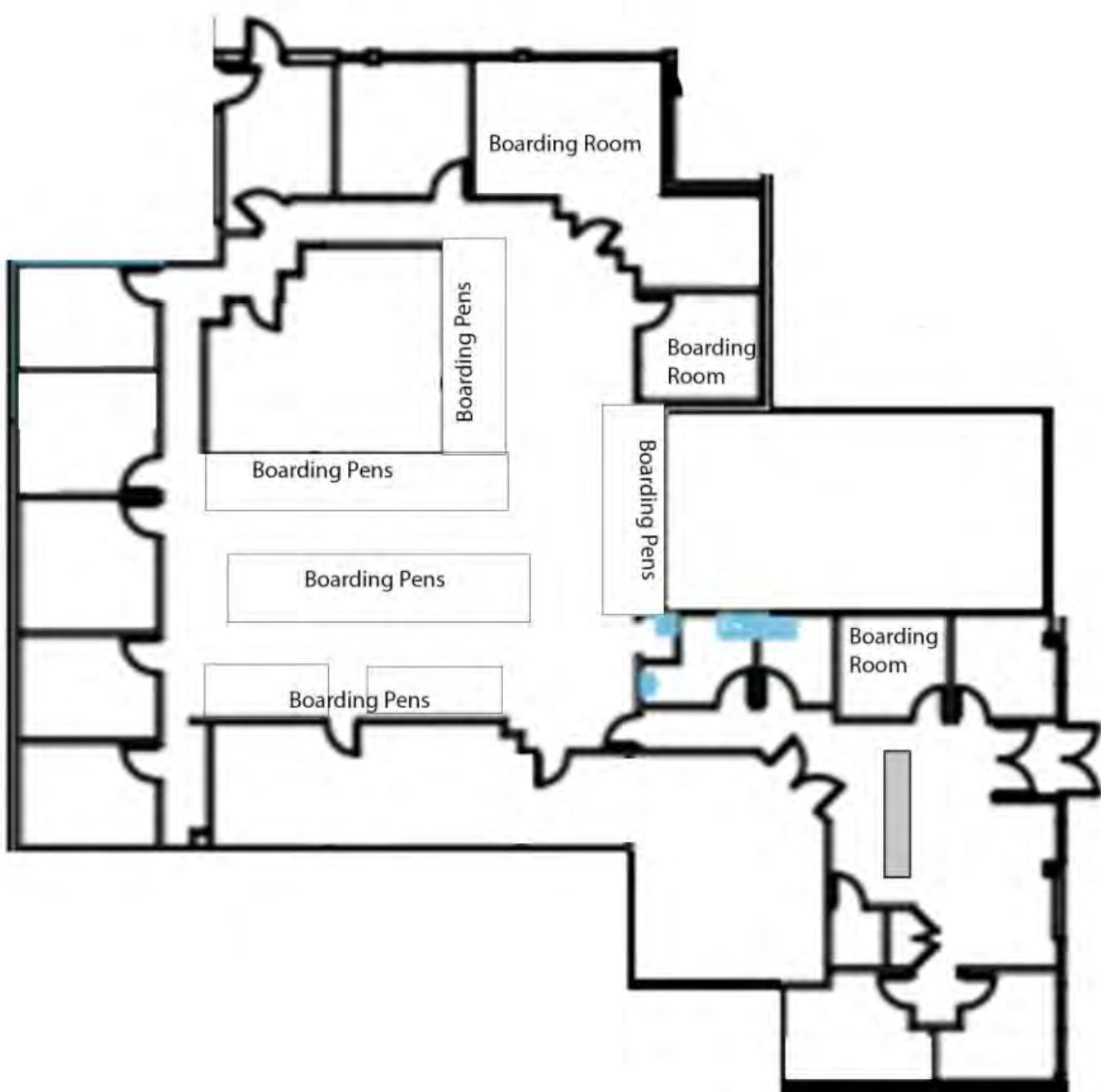
Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

MW:mk

EXHIBIT C

APPROVED PLANS

EXHIBIT C





Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: November 10, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT
(604 Plainfield Road)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff requests approval of a contract to acquire the property at 604 Plainfield Road for \$725,000. This action stems from the direction that staff received as part of the Village's Comprehensive Plan.

FINANCIAL IMPACT

If approved, the funding for the purchase of the property will come from the Opportunity Reserve Fund.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to purchase the property at 604 Plainfield Road.

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE
AGREEMENT
(604 Plainfield Road)**

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

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

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Ray Royce Sr. (“*Seller*”) is the owner of the real estate and appurtenances attached thereto for the property commonly known as 604 Plainfield Road, Willowbrook, Illinois, with permanent real estate index number 09-23-404-027 (“*Property*”).
- C. The Village desires to acquire the Property on the terms and conditions in the Purchase and Sale Agreement (“*Agreement*”) in furtherance of potential recreational development and other public purposes.
- D. It is the desire of the Seller to convey the Property to the Village on the terms set forth in the Agreement and its accompanying exhibits, attached hereto as EXHIBIT A and made a part hereof (“Agreement”).
- E. It is in the best interest of the Village to acquire the Property.

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to execute the Agreement to acquire the Property pursuant to the terms and conditions set forth in the Agreement. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including any closing documents as may be necessary or convenient to consummate such acquisition.

SECTION 3: This Resolution 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 10th day of November, 2025 by a ROLL CALL

VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

**PURCHASE AND SALE AGREEMENT
(604 Plainfield Road)**

(attached)

PURCHASE AND SALE AGREEMENT
(604 Plainfield Road)

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is made as of the Effective Date (as defined in Section 25 below) between **RAY ROYCE SR.** ("*Seller*") and the **VILLAGE OF WILLOWBROOK**, an Illinois home rule municipal corporation ("*Buyer*").

A G R E E M E N T:

- 1. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND BOARD OF TRUSTEES OF BUYER.**
- 2. SALE.** Seller, whose identity will be updated to conform with the owner of record set forth in the Title Commitment (as defined in Section 8 below), if the identity of Seller differs from the owner of record in the Title Commitment, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, fee simple title to certain real property commonly known as 604 Plainfield Road, Willowbrook, Illinois, permanent real estate index number 09-23-404-027, located in the County of DuPage ("*Property*"), which Property is legally described in **EXHIBIT A** attached hereto and made a part hereof, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Property including, without limitation, Seller's interest in all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water thereto, and (iv) Seller's interest in tangible personal property located on the Property and used in connection with operation and maintenance of the improvements. The legal description will be updated to conform with the legal description from the Survey (as defined in Section 9 below), if the legal description from the Survey differs from that in **EXHIBIT A**.
- 3. PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$725,000.00 ("*Purchase Price*"). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) after crediting the Earnest Money and subject to the prorations and adjustments set forth herein.
- 4. EARNEST MONEY.** Within ten (10) business days after the Effective Date, Buyer will deposit \$217,500 ("*Earnest Money*") with the Title Company (as defined in Section 5 below), pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money will be applied to the Purchase Price on the Closing Date, if the Closing occurs. The Earnest Money will be returned to Buyer if the Closing does not occur.

5. **CLOSING DATE.** The closing (“*Closing*”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow (“*Escrow*”) on or before the day that is ninety (90) days after the Effective Date (“*Closing Date*”) at Chicago Title Insurance Company, 325 W. Wacker Drive, 11th Floor, Chicago, Illinois 60601 (“*Title Company*”), or at such other time and place, as mutually agreed to by the parties. The parties need not physically attend the Closing. Seller will pay the costs charged by the Title Company for the title policy with extended coverage, the cost of the Survey and half of the escrow costs. Buyer will pay the costs charged by the Title Company for the Title Commitment, any title endorsements requested by Buyer, costs of recording the Deed and half of the escrow costs. Buyer and Seller will each pay their respective attorney’s fees.
6. **BUYER’S INSPECTION.** Within five (5) business days after the Effective Date, Seller will deliver to Buyer title report(s), relevant recorded documents, available surveys, site plans and environmental and/or other reports, studies and documents in its possession regarding or related to the Property. Buyer may conduct an inspection prior to the Closing at Buyer’s expense including, without limitation, Phase I and II Environmental Site Assessments and other inspections of the soil, groundwater, and other aspects of the Property and any structures thereon (“*Inspection*”). In that event, Seller will make the Property available to Buyer’s inspector prior to the Closing at reasonable times. Buyer will indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any Inspection. In the event the documents and/or Inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within one (1) day prior to the Closing Date, this Agreement will be null and void. Failure of Buyer to notify Seller of cancellation or to conduct said Inspection will operate as a waiver of Buyer’s right to terminate this Agreement (except as set forth in Section 7 below).
7. **BUYER’S OPTION TO TERMINATE CONTRACT.** Buyer shall not have the right to terminate this Agreement pursuant to this Section 7 after November 12, 2025, except in the event the transaction is not approved by the Village Board of Trustees. Buyer will not be obligated to take title to the Property if, in Buyer’s sole and exclusive judgment, and only if prior to November 12, 2025, Buyer determines not to acquire the Property for any reason whatsoever or for no reason at all. In such event, Buyer will have the right to revoke its acceptance of this Agreement and to declare this Agreement and related Closing documents, if any, null and void, by tendering written notice of termination to Seller on or before November 12, 2025. Failure of Buyer to notify Seller on or before November 12, 2025 will operate as a waiver of Buyer’s right to terminate this Agreement pursuant to this Section 7. In the event of a timely termination pursuant to this Section 7, the Earnest Money shall be returned to Buyer. If the Village Board of Trustees approves the transaction and Buyer fails to terminate this Agreement on or before November 12, 2025, Buyer will be obligated to proceed to Closing subject to the remaining terms and conditions of this Agreement.
8. **TITLE INSURANCE.** Buyer will obtain and pay for, a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over standard title exceptions (“*Title Commitment*”), together with copies of all underlying title documents listed in the Title Commitment (“*Underlying Title Documents*”), subject only to those matters described in **EXHIBIT B**, attached hereto and made a part hereof (“*Permitted Exceptions*”).

If the Title Commitment, Underlying Title Documents or the Survey disclose exceptions to title, which are not acceptable to Buyer (“**Unpermitted Exceptions**”), Buyer will have until Closing to object to the Unpermitted Exceptions. Buyer will provide Seller with an objection letter (“**Buyer’s Objection Letter**”) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have until the Closing (“**Seller’s Cure Period**”) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidence by Buyer’s receipt of a proforma title policy (“**Proforma Title Policy**”) reflecting the Title Company’s commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, will be included within the definition of Permitted Exceptions. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions.

9. **SURVEY**. Prior to the Closing, at Buyer’s cost, Buyer will obtain a survey of the Property (“**Survey**”). The Survey will (a) be completed in accordance with the minimum standard detail requirements for ALTA/NSPS Land Title Surveys; (b) will be certified to Seller, Buyer, and the Title Company by such surveyor; and (c) will include ALTA/NSPS Standard Optional Table A Items: 1, 2, 3, 4, 6(a), 7(a), 7(b)(i), 7(c), 8, 9, 11, 13, 14, 16, 17 and 18. Seller to contact JULIE for dig no. and completion date and all utilities to be marked prior to Surveyor’s field work so that there is evidence of all utilities.
10. **DEED**. Seller must convey fee simple title to the Property to Buyer, by a recordable Warranty Deed (“**Deed**”) subject only to the Permitted Exceptions.
11. **CLOSING DOCUMENTS**. On the Closing Date, the obligations of Buyer and Seller will be as follows:
 - A. Seller will deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title;
 - iii. the original executed and properly notarized Non-Foreign Affidavit;
 - iv. the original executed Bill of Sale;
 - v. counterpart originals of Seller’s Closing Statement;

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

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

- C. Buyer will prepare the Closing documents.

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

12. **POSSESSION.**

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

Seller may remove fixtures and appliances (the "**Removed Items**") from the Property before the Closing. All removal activities must be conducted safely, protecting individuals and the Property, and must comply with all applicable federal, state, and local laws, regulations, and ordinances. Buyer will have the right to inspect the Property.

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

A. Real Estate Taxes. General real estate taxes for 2024 and 2025 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) will be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 110% of the most recent full year tax bill, and will be conclusive, with no subsequent adjustment.

B. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two (2) days before the Closing Date.

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

15. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing, and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. Violations of Zoning and Other Laws. Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer will include all rights of Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. Pending and Threatened Litigation. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. Eminent Domain. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. To the best knowledge and belief of Seller, No fact or condition exists which would result in the termination or impairment of access to the Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

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

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Agreement. Buyer will not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer will not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents to the best of Seller's knowledge that the Property has no private easements.

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

M. Environmental Matters. To the knowledge of Seller, (a) Hazardous Substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property in violation of any Environmental Laws; (b) no notification of release of a Hazardous Substance has been filed as to the Property, nor is the Property listed on the National Priority List promulgated pursuant to CERCLA or on any other Federal or state list of Hazardous Substance sites requiring investigation or cleanup; (c) there are no above-ground or underground tanks or any other underground storage facilities located on the Property; and (d) the Property does not contain any PCBs, asbestos or urea formaldehyde. **"Hazardous Substances"** means all substances, wastes, pollutants, element, compound, chemical mixture, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, or regulated by, the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq., the Atomic Energy Act, 42 U.S.C. §§2011 et seq., and the Hazardous Materials Transportation Act, 42 U.S.C. §§1801 et seq.; petroleum and petroleum products including crude oil and any fractions thereof; asbestos; and natural gas, synthetic gas, and any mixtures thereof. **"Environmental Laws"** means all federal, state and local laws, statutes, ordinances, regulations, standards, rules, policies, common law rule and other binding and non-binding governmental requirements in effect on the date hereof or adopted or modified after the date of this Agreement, and any judicial or administrative interpretation thereof having the force and effect of law, including, without limitation, any applicable judicial or administrative order, consent decree, judgment, order or requirement conferring rights or imposing duties at common law (including without limitation the common law respecting nuisance and tortious liability) relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Substances into ambient air, surface water, ground water, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of Hazardous Substances; (iii) the regulation of storage tanks; or (iv) otherwise relating to the regulation and protection of the environment and human health and safety to the extent applicable to the Property.

N. No Bankruptcy. Seller has not filed any petition in bankruptcy or made any assignment for the benefit of creditors, or filed any petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws wherein Seller is named a debtor, and Seller has not received written notice of any such petition or action filed or initiated against it.

O. CC&Rs. To Seller's knowledge, there are no violations of any covenants, conditions or restrictions applicable to the Property, and Seller has received no notice or complaint with respect to any violation of any covenants, conditions or restrictions applicable to the Property.

P. Purchase Rights. Seller has not granted to any person or entity any option or other right to purchase, sell or lease all or any portion of the Property (other than this Agreement) which

option or other right is currently in effect, and to Seller's knowledge, no person or entity has any option or other right to purchase the Property.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within twenty-four (24) months of the Closing.

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

17. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

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

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Agreement; or
- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Agreement will always be non-exclusive and cumulative and the exercise of one remedy will not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy will be to terminate this Agreement and retain the Earnest Money. Seller will not be entitled to recover from Buyer any consequential, exemplary, punitive or special damages.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party will be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five (5) business days from receipt of the notice to cure the default.

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

19. **BROKERAGE; BULK SALES.**

A. The Buyer represent and warrant that they used a real estate broker [] ("Buyer's Broker") and Mallon and Associates, Inc., an Illinois corporation in connection with this transaction. Buyer shall be responsible for and shall pay any and all claims for commissions, fees, or similar payments due to the Buyer's Broker in connection with this Agreement. Buyer hereby agrees to indemnify and hold Seller harmless from any claim (including reasonable expenses incurred in defending such claim) made by a broker, sales agent, or similar party claiming a commission or fee by or through Buyer and not disclosed herein. The provisions of this Section shall survive the Closing.

B. Seller represents and warrants to Buyer that the transfer of the Property to Buyer does not constitute or represent the sale, outside the usual course of its business, of the major part of the real property of any business subject to the Illinois Income Tax Act, the Illinois Unemployment Insurance Act, or the Illinois Retailers' Occupation Tax Act (collectively, the "Bulk Sales Act") and that the transfer to Buyer hereunder is not subject to, and does not subject Buyer to liability under, the Bulk Sales Act. Seller indemnifies and holds Buyer and its successors, assigns, and nominees harmless from and against any and all liability, loss, cost, damage, and expense, including legal fees, which any of them sustains or incurs as a result of Seller's breach of the representation and warranty contained in this Section. The foregoing indemnity will survive the Closing Date.

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

To Seller: _____

With a copy to: _____

To Buyer: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator
E-Mail: shalloran@willowbrook.il.us

With a copy to: Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfriedman.com &
andrew.carlins@elrodfriedman.com

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

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

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

23. **ASSIGNMENT.** Buyer may freely assign and transfer Buyer's interest in this Agreement. If Buyer assigns and transfers its interest in this Agreement, Buyer will deliver to Seller a copy of the fully executed assignment and assumption. Notwithstanding any such assignment by Buyer, the Buyer making the assignment will remain liable to Seller for any and all obligations and liabilities imposed upon Buyer under this Agreement prior to the date of the assignment and the Buyer receiving the assignment will be liable to Seller for any and all obligations and liabilities imposed upon Buyer under this Agreement after to the date of the assignment.

24. **MISCELLANEOUS.**

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

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

C. The terms, provisions, warranties and covenants of Section 15 will survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Agreement will not be merged therein, but will remain binding upon and for the parties hereto until fully observed, kept or performed for a period of twenty-four (24) months.

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

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

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

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

H. If Seller is a Trust, this Agreement is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or will at any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event Seller is a Trust as provided above, this Agreement will be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to Seller's obligations, warranties and representations will be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

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

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

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

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

26. **CONTRACT MODIFICATION.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings,

whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, will be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) will have any force or effect whatsoever unless the same will be endorsed in writing and fully signed by Seller and Buyer.

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Permitted Exceptions

EXHIBIT C Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

SELLER:

By: _____
Name: _____
Title: _____

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____
Frank Trilla, Mayor

ATTEST:

By: _____
Gretchen Boerwinkle, Village Clerk

Date Seller executed: _____

Date Buyer executed: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Property Address: 604 Plainfield Road, Willowbrook, Illinois

PIN: 09-23-404-027

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2024 and 2025 real estate taxes and subsequent years, not due and payable for the Property.
2. _____

EXHIBIT C
DISCLOSURE AFFIDAVIT

(attached)

State of Illinois)
)ss.
County of DuPage)

DISCLOSURE AFFIDAVIT

I, Ray Royce, Sr., ("Affiant") am the owner of 604 Plainfield Road, Willowbrook, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the grantor ("Grantor") of the Real Estate (as defined below).
2. That the Real Estate (as defined herein) being conveyed to the "Grantee," as defined below, is described as:

P.I.N.: 09-23-404-027

Commonly known as: 604 Plainfield Road, Willowbrook, Illinois ("Real Estate").

3. That I understand that, pursuant to 50 ILCS 105/3.1, Illinois State Law requires any owner, authorized trustee, corporate official or managing agent of Grantor to submit a sworn affidavit to the Village of Willowbrook, an Illinois municipal corporation ("Grantee"), disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in Grantor.

4. As the Grantor, I declare under oath that any members with more than 7 1/2% interest are _____ (100%).

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

Ray Royce, Sr.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2025.

NOTARY PUBLIC



Village of **WILLOWBROOK**

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: November 10, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A TWO (2)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TEAMSTERS LOCAL 700

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is asking the Board of Trustees to approve the resolution authorizing the final Collective Bargaining Agreement (CBA) between the Village of Willowbrook and Teamsters Local 700. This CBA provides representation for the Maintenance Technicians employed within the Public Works Department.

BACKGROUND/SUMMARY

The Village of Willowbrook and Teamsters Local 700 have concluded contract negotiations and have reached a tentative two (2) year collective bargaining agreement, effective upon execution by the Union, on or after November 1, 2025, and terminating April 30, 2027, providing for wages and other benefits to members of the Union, subject to the approval by the Village and Union membership.

The Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.) to negotiate and enter into a multi-year collective bargaining agreement. The corporate authorities of the Village of Willowbrook deem in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

A copy of the collective bargaining agreement between the Village of Willowbrook and Teamsters Local 700 is attached hereto as Exhibit "A."

Should there be a consensus on the proposed CBA, the Mayor and the Village Clerk would be authorized and directed to execute and attest, respectively, to said collective bargaining agreement on behalf of the Village of Willowbrook. The tentative agreement has been approved and executed by the appropriate representatives of Teamsters Local 700.

FINANCIAL IMPACT

There is no significant financial impact at this time.

RECOMMENDED ACTION:

Staff recommends approving the resolution authorizing the final Collective Bargaining Agreement (CBA) between the Village of Willowbrook and Teamsters Local 700

RESOLUTION NO. 25-R-

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A TWO (2)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND TEAMSTERS LOCAL 700

WHEREAS, the Village of Willowbrook (the “Village”) and Teamsters Local 700 (the “Union”) have concluded contract negotiations and have reached a tentative two (2)-year collective bargaining agreement, effective upon execution by the Union on or after November 1, 2025 and terminating April 30, 2027, providing for wages and other benefits to members of the Union, subject to approval by the Village and Union Membership; and

WHEREAS, the Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1, *et seq.*), to negotiate and enter into a multi-year collective bargaining agreement; and

WHEREAS, the corporate authorities of the Village of Willowbrook deem it in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

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

SECTION 1. That certain two (2)-year collective bargaining agreement between the Village of Willowbrook and Teamsters Local 700, a copy of which is attached hereto as Exhibit “A,” is hereby approved.

SECTION 2. The Village Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, to said collective bargaining agreement, on behalf of the Village

of Willowbrook, subject to the prior approval and execution of said collective bargaining agreement, by the appropriate representatives of Teamsters Local 700.

PASSED and APPROVED this 10th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF WILLOWBROOK
AND
TEAMSTERS LOCAL 700
Expiring April 30, 2027

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PREAMBLE

THIS AGREEMENT, entered into by the VILLAGE OF WILLOWBROOK (hereinafter referred to as the "Village" or the "Employer") and TEAMSTERS LOCAL 700 (hereinafter referred to as the "Union"), in recognition of the Union's status as the representative of the employees described in Article I below, and its intent is to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I – RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, terms and conditions of employment for all full-time Maintenance Technicians (hereinafter referred to as “employees”), but excluding all employees classified as Supervisor, Superintendent, and Director of Public Works, all supervisory and confidential employees, all other short-term, managerial, supervisory, confidential and professional employees, as defined by the Act, as amended, and all other Village employees.

ARTICLE II – UNION SECURITY AND RIGHTS

Section 2.1 – Fair Representation

Employees may join or not join the Union as a personal choice. The Union recognizes its responsibility as bargaining agent, and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the Employer, and its officials, representatives and any agents from any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 2.2 – Access to Village Premises

One (1) Union representative shall normally have access to the premises of the Village for the purpose of resolving serious disputes or problems arising under this Agreement. In order to receive access, the representative must provide reasonable advance notice to the Director of Public Works (“Director”) or his designee. The representative may visit with employees during their non-working hours, if such visit does not disturb the work of employees who may otherwise be working.

Section 2.3 – Bargaining Unit Employee Information

At the request of the Union (which shall be no more frequent than twice per year), the Village will provide the Union with an Excel spreadsheet containing the employee information listed in Section 6(c) of the Illinois Public Labor Relations Act (5 ILCS 315/6(c)).

Section 2.4 – Dues Deduction

Upon receipt of a signed authorization card from an employee, the regular monthly Union dues shall be deducted from such employee’s first two paychecks in a month. The amounts so deducted shall be forwarded after each month to the Union’s Treasurer, along with a list of the names and amounts for whom deductions have been made. If the employee has no earnings or insufficient earnings for a particular pay period, the Union shall be responsible for collecting said dues. The Union shall notify the Village in writing as to the amount to be deducted from each such paycheck. The Union may change the dollar amounts once each year during the life of this Agreement by giving the Village at least thirty (30) calendar days’ notice of any change.

Section 2.5 – Dues Revocation

An employee may make a revocation of any dues deduction authorization card at any time by providing thirty (30) calendar days written notice to both the Village and the Union. The Village's obligation to make dues deductions from an employee's paycheck shall immediately terminate upon receipt of a revocation of a dues authorization card or upon the employee leaving Village employment, or being promoted or transferred to a job classification not covered by this Agreement.

Section 2.6 – Union Steward

The Employer recognizes the right of the Union to designate one (1) steward. The Employer shall not be required to recognize any steward unless and until the Union notifies the Director or his designee of the name and date of appointment of such steward in writing over the signature of an appropriate official of the Union. The Union shall notify the Director or his designee in writing of changes in Union stewards within ten (10) business days after such changes occur.

Section 2.7 – Union Activity During Working Time

Employees shall not engage in union activity during their working time, without the express permission of the Director or his designee and such permission shall be withheld, if it is determined by the Director or designee that such activity will impede normal operations, in accord with 5 ILCS 315/6(c-10).

Section 2.8 – Indemnification and Superseding Effect of this Article

The Union shall indemnify and hold harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees in the course of or for the purpose of complying with this Article. If an improper deduction is made and transmitted to the Union, the Union shall refund any such amount directly to the involved employee, with notification to the Village. To the extent the provisions of this Article differ from the union access, information and dues deduction provisions of Section 6 of the Illinois Public Labor Relations Act, the Union and the Village agree that this Article will supersede Section 6.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Union recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

- a) plan, direct, control, and determine all functions, operations, standards and services;

- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and to employ employees;
- d) establish work rules, work schedules, work assignments and assign such to employees;
- e) hire, promote, transfer, schedule, and assign work to employees in positions and to create, combine, modify, and eliminate positions;
- f) suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be disciplined or discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) assign overtime, and determine the number of hours of work and shifts per week, and the hours of those shifts;
- j) contract out for goods and services;
- k) maintain efficiency of operations and services;
- l) take whatever action is necessary to comply with State and Federal law;
- m) secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- n) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- o) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements;
- p) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- q) take whatever action is necessary to continue operations and functions in emergency situations;
- r) establish and implement a budget;
- s) make, alter and enforce rules, regulations, orders and policies and other management rights as enumerated above so long as such action is neither arbitrary nor capricious;
- t) carry out the mission of the Village.

ARTICLE IV – LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between employee representatives, union staff representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d) Identifying unsafe or unhealthy working conditions which may exist considering the nature and requirements of the respective work locations and job functions to be performed by bargaining unit members.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Prior to agreeing to meeting times, the Union shall notify the Employer of whether it intends to have any employee(s) attend the meeting and, if so, identify such employee(s). If the parties agree to schedule the labor-management meeting during regular working hours of the bargaining unit member(s) attending, then the bargaining unit member will be permitted to attend such meeting during his/her regular hours of work with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for any bargaining unit member who attends.

ARTICLE V – HOURS OF WORK AND OVERTIME

Section 5.1 – Application of Article

This Article is intended to be only a basis for calculating overtime payments and nothing contained in this Article or Agreement is intended to or shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 5.2 – Normal Work Day

The current normal work day for full-time employees is eight and one-half (8 ½) hours, from 7:00 a.m. to 3:30 p.m., Monday through Friday, which shall include a one-half (1/2) hour unpaid meal period. All employees are to be dressed in their work uniform (including work safety boots) and ready for work at or just before 7:00 a.m. Employees shall not work through their normal meal period and subsequently request to leave early. The current normal work schedules and work days for such employees shall remain in effect, unless the Village exercises its right to change them, subject to the procedures as set forth in Section 5.3 of this Agreement.

The work day normally will include: one (1) paid fifteen (15) minute break in the morning and one (1) paid fifteen (15) minute break in the afternoon. If an employee is required to work through a paid break, the employee shall not be entitled to additional compensation. Employees

may not drive a Village vehicle to pick up food or for other personal use while on a break or lunch without receiving a supervisor's prior permission.

Section 5.3 – Change to Work Schedule and Work Day

The Village may alter shift start times on a permanent basis following fifteen (15) days' notice to the Union, providing the Union with an opportunity to discuss the issue before implementing the change on the date specified in the notice to the Union. The Village may temporarily modify the normal shift start time by up to one hour (e.g., start times could extend from 6:00 a.m. to 8:00 a.m.) in half-hour increments. When the modification to the normal shift start time will last longer than seven (7) consecutive calendar days for one or more employees, the Village will provide the Union and affected employees (absent emergency circumstances) with at least twenty-four (24) hours advance notice of when the change will take effect. Such shift start time changes will not result in overtime.

Section 5.4 – Overtime Pay

An employee shall be paid one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee's regular work week, to the extent required by the Fair Labor Standards Act. Before an employee may be eligible to receive any overtime pay under this Agreement, the additional hours of work must be approved in advance by a supervisor.

The weekly on-call bargaining unit member will receive five (5) hours' pay at the regular rate of pay or the overtime rate of pay, as may be applicable, for work assigned to be performed on Saturday or on Sunday. Such Saturday and Sunday work assignments shall be required to be performed within the hours specified by the Employer. This compensation for hours of work shall be in addition to the "on-call pay" described in Section 5.6.

Section 5.5 – Compensatory Time

In lieu of cash, employees may elect to earn compensatory time, with the Public Works Director's approval, at a rate of one and one-half (1 ½) times the number of overtime hours worked.

Employees shall be allowed to accumulate up to forty (40) hours of compensatory time at any one time. In addition, no employee shall be allowed to use more than forty (40) hours of compensatory time in a fiscal year (May 1 – April 30). Any overtime hours worked that would result in an excess of forty (40) hours will be monetarily paid at the employee's overtime rate.

Requests to use compensatory time off shall be granted in such time blocks and days as are mutually agreed upon by the employee and the Village. Compensatory time may not be used during the snow season, as described in Section 8.3 of this Agreement.

Upon separation from service, an employee will be paid for any unused compensatory time at his ending straight time hourly rate of pay.

Section 5.6 – Required Overtime, Distribution and Weekly On-Call Status

The Public Works Director (“Director”) or his designee has the right to require employees to work overtime assignments beyond their normally scheduled work hours, and employees may not refuse to work such overtime assignments (subject to the overtime procedure described below). At a supervisor’s reasonable discretion, any on-duty employees may be offered a non-callback overtime assignment that constitutes a continuation of work past the end of their shift, without following the callback process described below.

Absent time-sensitive emergency circumstances, overtime callbacks shall be assigned pursuant to the following procedure:

- On-Call List. Overtime assignments shall first be filled by the employee who is on-call that week.
- Volunteer List. Callbacks will then be offered to employees on a volunteer basis by using a volunteer list. Employees on the “volunteer list” will be initially ranked at the beginning of each calendar year in order of seniority. The first overtime callback assignment will be offered to the most senior employee, and if he declines or does not respond, the Village will continue soliciting volunteers down the seniority list until sufficient employees have volunteered. Volunteer solicitations for the next overtime callback assignment will start from the next senior employee below the last volunteer, after which the solicitation procedure will be repeated. Notwithstanding the foregoing, the Director or his designee may skip an employee on the Volunteer List if the Director or his designee, in his reasonable discretion, decides that the employee lacks sufficient training, experience and/or qualifications to perform the overtime callback assignment. New employees will be added to the bottom of the Volunteer List, regardless of the position of the last overtime volunteer.
- Force-Back List. After the Volunteer List has been exhausted without a sufficient number of employees volunteering for the callback overtime assignment, the Village will force an employee back to work overtime using a second list called a “Force-Back List.” Employees on the “Force-Back List” will be initially ranked at the beginning of each calendar year in order of seniority, with the least senior employee being listed first. The first overtime callback assignment from the “Force-Back List” will be imposed on the least senior employee. If the employee does not respond or is unavailable due to being on pre-approved leave like vacation, comp time, personal day, sick leave, FMLA or workers compensation, the Village will force the next senior employee(s) on the “Force-Back List” to respond to the overtime callback, until a sufficient number of employees have been selected for the overtime callback. Employees who have been forced back according to this procedure will be moved to the bottom of the “Force-Back List,” after which the list will continue rotating with subsequent employee force-backs being moved to the bottom of the list, with employees at the top of the list being the next employee eligible for a force-back. Notwithstanding the foregoing, the Director or his designee may skip an employee on the “Force-Back List,” if the Director or his designee in his reasonable discretion decides that the employee lacks sufficient training, experience and/or qualifications to perform the overtime callback assignment. New employees will be added to the top of the “Force-Back List.”

- An employee who fails to respond to or refuses a compelled overtime callback from the “Force-Back List” will be subject to discipline, up to and including discharge.
- The Volunteer and Force-Back lists will be reset in seniority order annually every January 1.
- The sole remedy for assigning the wrong employee to an overtime assignment under this Section shall be that the aggrieved employee who should have received the overtime assignment will be offered the next available overtime assignment for which they are qualified (and for a date on which they are not on approved leave), regardless of the position of the last overtime volunteer. If the aggrieved employee declines the overtime opportunity, the employee will be entitled to no other remedy. Under no circumstances will an arbitrator be authorized to grant any financial remedy to an employee for a missed overtime assignment.

Section 5.6.1 – Weekly On-Call Status

One bargaining unit member shall be designated to be on-call each week of the year. Bargaining unit members shall rotate the on-call assignment one week at a time, with such rotation to be repeated each week through the calendar year. If the assigned on-call employee is unavailable for a weekly on-call assignment due to sickness, illness, injury, or job vacancy, and the Village decides it wants another on-call bargaining unit employee, the Village will assign another employee to that weekly on-call assignment. The weekly on-call duty rolling calendar will be made available for employees to review, with a revised calendar being published at the beginning of each year.

An employee who is on-call shall be compensated \$125.00 per week that such employee serves on-call. In addition, the on-call employee shall be required to report to work at 7:00 a.m. on Saturday and Sunday of such on-call week, in order to perform scheduled weekend work (e.g., plant checks, inspection and cleaning of public restrooms, opening and closing the Community Resource Center, etc.). Such on-call employee who performs such work shall be compensated five (5) hours at the overtime rate for every Saturday or Sunday on which such work is performed, in addition to the weekly on-call pay.

On-call employees who fail to respond in a reasonable amount of time to a call-out communication, but no later than within one (1) hour, may be subject to discipline and may lose the on-call benefits for the day that the call-out communication was missed or for failure to timely respond.

Nothing in this Section or Agreement will be construed as requiring the Village to fill any vacancy that may occur from time to time, or to create an overtime assignment.

Section 5.7 – Call-Back Pay

A call-back is an official assignment of work which does not continuously precede or follow an employee’s regularly scheduled working hours. Call-backs shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such call-back, with pay beginning at the time the employee reports to the Public Works facility.

Employees who are on-call and who perform scheduled weekend work on Saturday or Sunday shall be compensated for such work as provided in Section 5.4 of this Agreement, in lieu of this Section 5.7.

Section 5.8 – Winter Snowplowing/Salting

The Village shall schedule employees for snowplow/salting as per current practice and procedures to meet the needs of the Village. The Village requires that employees be ready and available to work during snow plowing and salting situations and has the right to require overtime work, and employees who are not otherwise “unavailable” will not refuse overtime assignments. (The Village, at its option, may solicit such employees for overtime, but will not mandate such “unavailable employees,” absent an emergency or shortage of employees.)

Section 5.9 – No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VI – SENIORITY, LAYOFF AND RECALL

Section 6.1 – Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days, unless otherwise mandated by law.

Section 6.2 – Breaks in Continuous Service

An employee’s continuous service record and seniority shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence or being absent for three (3) consecutive days without reporting off.

Section 6.3 – Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees, until they complete a probationary period of twelve (12) months of actual work. During an employee’s probationary period, the employee may be terminated at the sole discretion of the Village. The Village shall have the option of extending the probationary period up to six (6) additional months of actual work, in lieu of terminating a probationary employee. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

Section 6.4 – Layoffs

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, starting with the bargaining unit member with the shortest length of service. Absent an emergency, the Village will provide the Union at least thirty (30) days prior notice of any layoff.

Section 6.5 – Effects of Layoff

In lieu of further bargaining the impact and effects of a layoff, the parties agree to the following benefit to be provided to employees who are laid off:

1. An employee shall be paid for any earned but unused vacation days and compensatory time.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for the plan option in which they participated immediately prior to his layoff, for a period not to exceed twelve (12) months following the first day of being laid off.

Section 6.6 – Recall of Employees

Non-probationary employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and such notice of recall shall be sent to the employee by certified mail to the employee's last known address, with a copy mailed by regular mail to the Union. The employee must notify the Public Works Director or his designee of his intention to return to work via personal or telephone contact within three (3) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Public Works Director or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list and the employee shall be deemed to have waived any entitlement to reemployment.

Section 6.7 – Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

1. voluntarily resigns;
2. is terminated/discharged;

3. retires;
4. fails to report to work at the conclusion of an authorized leave of absence or vacation;
5. is laid off and fails to notify the Director of Public Works or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within three (3) working days after the established date for the employee's return to work;
6. is laid off for a period in excess of one (1) year;
7. is absent for three (3) consecutive working days without notice or without authorization; or
8. fails to actively perform work for the Village for a period in excess of one (1) year, except for an approved military leave or other legally protected leave.

ARTICLE VII – NO STRIKE-NO LOCKOUT

Section 7.1 – No Strike

Neither the Union nor any of its officers or agents or any employees who are covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, refusal to cross a picket line, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing at the Village or at the home or outside business of any supervisor or elected official of the Village, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In such event, the only issue that may be challenged in any proceeding in which such discipline or discharge is challenged, including the grievance and arbitration procedure set forth in this Agreement, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Such officer or steward of the Union shall disavow such action and shall remain at work during any related activity. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct the employees verbally and in writing to cease such action and to return to work immediately, and then shall use their best efforts to achieve a prompt resumption of normal operations.

Section 7.2 – No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3 – Judicial Restraint

Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event the Union or its officers, agents and employees, or employees covered by this Agreement, violates this Article.

ARTICLE VIII – VACATION

Section 8.1 – Vacation Accrual

All bargaining unit members shall earn vacation on a monthly basis for each month in which they are actively employed, in accordance with the schedule contained in Section 5.38, Vacations, of the Village of Willowbrook Employee Handbook. Vacation time that is earned during a fiscal year (May 1 – April 30) shall be available to be used during the following fiscal year (May 1 – April 30). This provision shall apply to all bargaining unit members, regardless of their date of hire. Vacation time must be used by the end of the fiscal year (April 30) and vacation time not used in such fiscal year shall be forfeited and not carried over, except that an employee may carry over not more than one-half of the vacation days that they earn each fiscal year. Employees may not accumulate more than thirty (30) days of vacation time in their vacation bank. Any vacation days accumulated in excess of thirty (30) days shall be forfeited.

Newly hired employees will be provided pro-rated vacation time that is earned prior to their first May 1 as a Village employee, calculated by multiplying the number of full months remaining in the fiscal year (May 1 – April 30) from the date of hire, times 6.666 (80 hours ÷ 12 months), rounded to the nearest full day.

Section 8.2 – Vacation Usage

Only one (1) bargaining unit member at a time may be permitted to be off of work on vacation. Except as provided in Section 8.3, requests to use earned vacation time shall be made at least fourteen (14) calendar days in advance of the requested date. Such requests to use vacation time must be made to the Public Works Director or designee, and the approval of the Director or designee must be obtained prior to the employee using such vacation day. Requests to use vacation time submitted for the same day by two or more bargaining unit members shall be considered based upon a “first requested, first considered basis.” Vacation must be used in one-half shift (4 hours) increments.

Section 8.3 – Snow Season Restriction

Bargaining unit members shall not be permitted to use vacation time or compensatory time between November 1st and April 15th each year, except that no more than five (5) vacation days may be used by each bargaining unit employee during this “black-out” period, provided that such vacation time is requested and approved no less than one hundred twenty (120) days in advance.

Section 8.4 – Availability Status During Vacation Leave

Employees requesting vacation time must state whether they are available or unavailable for call-in during that time. If an employee states that they are unavailable, the Village will respect their status and not call them in. If an employee states that they are available, the employee may be contacted and shall be expected to report to work in the event that the employee is called in to work.

Section 8.5 – Accumulated Vacation at Separation

Upon separation from employment, an employee shall be paid for all accrued, unused vacation leave at the employee's current rate of pay. In the event of an employee's death, compensation for all accrued, unused vacation leave shall be paid to his/her estate.

ARTICLE IX – SICK LEAVE

Section 5.3.9, Sick Leave, of the Village of Willowbrook Employee Handbook is hereby incorporated into this Agreement.

ARTICLE X – HOLIDAYS

Section 5.3.6, Observed Holidays, of the Village of Willowbrook Employee Handbook is hereby incorporated into this Agreement. Bargaining unit members who work on an observed holiday shall be compensated at an hourly rate double the employee's regular hourly rate of pay.

ARTICLE XI – PAID LEAVE FOR ALL WORKERS ACT (“PLAWA”)

The Union hereby acknowledges that the PLAWA does not apply to members of the bargaining unit, based on the construction industry exception provided in Section 15(n) of PLAWA (820 ILCS 192/15(n)). The Union also acknowledges that pursuant to the Village's home rule authority and Section 15(p) of the Paid Leave for All Workers Act (820 ILCS 192/15(p)), the provisions of the Paid Leave for All Workers Act do not apply to members of the bargaining unit.

ARTICLE XII – HEALTH INSURANCE

Section 12.1 – Health Insurance

All full-time bargaining unit members and their eligible dependents shall continue to be eligible for health insurance coverage and benefits on the same basis as other Village employees. The Employer's contribution towards the premium cost for the HMO plan shall be eighty-eight percent (88%) and the employee shall pay twelve percent (12%) of the premium for HMO coverage, regardless of the tier of coverage (single, employee plus spouse, employee plus children, or family). The Employer's contribution towards the premium cost for the PPO plan shall be eighty-five percent (85%) and the employee shall pay fifteen percent (15%) of the premium for PPO coverage, regardless of the tier of coverage (single, employee plus spouse, employee plus children, or family). The Employer reserves the right to modify the premium contribution percentages of

the Employer and the bargaining unit members, not to exceed the percentage of premium paid by non-union Village employees, by providing at least thirty (30) days' advance notice to the Union and to the bargaining unit members.

Section 12.2 – Terms of Insurance Policies to Govern

Any questions or disputes concerning insurance policies, plans, or benefits provided by the Employer shall be resolved in accordance with the terms and conditions set forth in said insurance policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve an insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, employee or beneficiary of any employee.

ARTICLE XIII – FAMILY AND MEDICAL LEAVE

Employees may be eligible for Family and Medical Leave, pursuant to the terms of the Village's Family and Medical Leave Policy (Section 6.0 of the Village of Willowbrook Employee Handbook).

ARTICLE XIV – DRUG AND ALCOHOL FREE WORKPLACE

Bargaining unit members shall be subject to the Village's Drug Free Workplace Policy, contained in Section 4.5 of the Village of Willowbrook Employee Handbook, and the Controlled Substance and Alcohol Use and Testing Regulations contained in 49 CFR Section 382, *et seq.*.

ARTICLE XV – BEREAVEMENT LEAVE

The parties hereto shall comply with the terms and conditions of the Family Bereavement Leave Act (820 ILCS 154/1 *et seq.*).

ARTICLE XVI – UNIFORMS

Bargaining unit members shall be required to wear the uniform items designated by the Employer during all work hours. The Village shall provide each non-probationary bargaining unit member an annual Seven Hundred Fifty Dollars (\$750.00) uniform allowance to purchase designated uniform items from a merchant or merchants designated by the Village. Such annual uniform allowance shall be made available per fiscal year (May 1 – April 30).

ARTICLE XVII – DISCIPLINE

The Employer may discipline a non-probationary employee for just cause. Probationary employees may be disciplined without just cause. The Employer retains the right to impose discipline based upon the nature of the violation. Forms of discipline will include the following:

(a) oral reprimands (reduced to writing and included in an employee's personnel file); (b) written reprimands; (c) suspensions; and (d) discharges. All disciplinary actions shall be summarized in writing. Oral and written reprimands are not subject to review or appeal through the grievance procedures or other formal review process.

ARTICLE XVIII – GRIEVANCE PROCEDURE

Section 18.1 – Grievance Defined

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee and/or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 18.2 – Processing of Grievance

Grievances may be processed by an employee or the Union on behalf of an employee or on behalf of a group of employees, setting forth the name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer, and having the grievance heard and settled without the intervention of the Union, provided that a union representative is afforded the opportunity to be present at any grievance conference and that any such settlement made shall be consistent with the terms of this Agreement. A copy of any settlement shall be provided to the Union. Only the Union may invoke arbitration proceedings.

Section 18.3 – Grievance Steps

STEP ONE: SUPERINTENDENT

Recognizing that grievances should be raised and settled promptly, a grievance must be filed in writing with the Superintendent by the affected employee and/or the Union within ten (10) calendar days after the occurrence of the event giving rise to the grievance. Any grievance not presented to the Superintendent within said ten (10) calendar days period shall be deemed waived. Such grievance shall be in writing on the approved form and shall specifically state that the matter is a grievance under this Agreement and shall include a complete description of the event giving rise to the grievance, the date of the event giving rise to the grievance, the specific provisions of the Agreement alleged to have been violated and the relief requested. The Superintendent shall answer the grievance within ten (10) calendar days after receiving the written grievance, not including the date of receipt.

STEP TWO: PUBLIC WORKS DIRECTOR OR DESIGNEE

If the grievance is not resolved at Step One, or if the Superintendent's response is not received within ten (10) calendar days following receipt of the Step One grievance, and the

employee or the Union wish to appeal the grievance to Step Two of the grievance procedure, the grievance shall be delivered to the Public Works Director or designee within seven (7) calendar days after receipt of the Superintendent's written response to the grievance, or within seven (7) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee or the Union believes the grievance was improperly denied at Step One of the grievance procedure. The Public Works Director or designee shall meet to discuss the grievance with the grievant and an authorized representative from the Union upon a mutually agreeable date. If no settlement of the grievance is reached, the Public Works Director or designee shall provide a written response to the grievant within seven (7) calendar days after the meeting, generally stating the basis upon which the Employer is denying the grievance.

STEP THREE: VILLAGE ADMINISTRATOR OR DESIGNEE

If the grievance is not resolved at Step Two, or if the Public Works Director's response is not received within seven (7) calendar days following the Step Two grievance meeting, and the employee or the Union wish to appeal the grievance to Step Three of the grievance procedure, the grievance shall be delivered to the Village Administrator or designee within seven (7) calendar days after receipt of the Public Works Director's written response to the grievance, or within seven (7) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee or the Union believes the grievance was improperly denied at Step Two of the grievance procedure. The Village Administrator or designee shall meet to discuss the grievance with the grievant and an authorized representative from the Union upon a mutually agreeable date. If no settlement of the grievance is reached, the Village Administrator or designee shall provide a written response to the grievant within seven (7) calendar days after the meeting, generally stating the basis upon which the Employer is denying the grievance.

STEP FOUR: ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given by the Village Administrator or designee, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within seven (7) calendar days after receipt of the Village Administrator's or designee's answer in Step Three, or within seven (7) calendar days of the date the Step Three answer was due.

A. If the parties are unable to agree upon an arbitrator within seven (7) calendar days after the Employer receives the notice of referral, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are residents of Illinois. Upon receipt of the panel, the Union shall strike the first name, with each party alternately striking thereafter until only one arbitrator's name remains, provided that either party, before striking any names, shall have the right

to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his or her selection and shall be asked to set a time and a place for the hearing, subject to the availability of Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

C. The arbitrator shall have no power, in his or her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of his Agreement. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute.

D. The arbitrator shall consider and decide only the specific issue submitted as raised and presented in writing at Step One and shall have no authority to make a decision on any issue not so submitted. The decision shall be based solely upon an interpretation of the meaning and application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator, if both parties mutually agree in writing. The arbitrator shall submit a written decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, an appropriate remedy shall be included in the award. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Employer under applicable statutory and case law, except as authorized by this Agreement. Any decision or award of the arbitrator rendered in conflict with the limitations of this Article shall be advisory upon the Union, employees and the Employer. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. No decision or remedy of the Arbitrator shall be retroactive beyond the time period specified in Step One of the grievance procedure, unless the Arbitrator determines that there was a continuous violation of the Agreement.

Section 18.4 – Fees and Expenses of Arbitration

The fee and expenses of the arbitrator and court reporter, including the cost of any transcript requested by the arbitrator, shall be divided equally between the Employer and Union. Each party shall bear the cost of its own witnesses and attorney fees, and the cost of that party's

written transcript. In the event the grievant's participation in an arbitration hearing extends beyond the normal working hours, the employee shall only be paid for normal working hours.

Section 18.5 – Untimely Responses or Appeals

No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article. If the grievance is not filed within the time limit specified or if any decision is not appealed by the employee or the Union as provided within the time limits specified in each step, the grievance shall be considered settled on the basis of the latest decision of the Employer and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be considered denied and appealable to the next step within the time limits set forth above. The time limits at each step may be extended by mutual written agreement of the Union and the Employer.

ARTICLE XIX – COMPENSATION

Section 19.1 – Wages

The minimum wage for bargaining unit members shall be \$22.00 per hour. Bargaining unit members who are employed upon the execution of this Agreement in 2025 by both parties shall receive a four percent (4.0%) increase to their current wage, effective upon the date of execution of this Agreement by the Union. Non-probationary bargaining unit members shall receive a two percent (2.0%) increase to their wage rate effective May 1, 2026.

Section 19.2 – Performance Increases

Commencing on May 1, 2026, in addition to the automatic wage adjustments described in Section 19.1, non-probationary employees shall be eligible to receive performance increases for the preceding contract year (May 1- April 30) of this Agreement, in accordance with the following schedule:

<u>Category</u>	<u>Percent Increase</u>
Needs Improvement	0.0%
Meets Standards	2.0%
Exceeds Standards	2.5%

ARTICLE XX – MISCELLANEOUS

Section 20.1 – Physical/Psychological Examinations

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following an absence, the Village may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the Village.

Section 20.2 – Ready to Work

Employees shall report to work dressed and prepared to start work at the designated starting time (the beginning of the employee's shift).

Section 20.3 – Subcontracting

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. The Village may continue to contract and/or subcontract work that it is currently or has historically contracted out or subcontracted. However, the Village reserves the right to contract and/or subcontract out any work it deems necessary that does not result in the lay-off of any bargaining unit member.

ARTICLE XXI – SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXII – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII – TERM OF AGREEMENT

This Agreement shall become effective upon execution of this Agreement, as set forth below, and shall remain in effect until April 30, 2027. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Administrator in the case of the Employer and to the Executive Director in the case of the Union, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

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

Union: Teamsters Local 700
1910 South Highland Avenue, Suite 200
Lombard, Illinois 60148

VILLAGE OF WILLOWBROOK

TEAMSTERS LOCAL 700

By: _____
Mayor Frank A. Trilla

By: _____
President, Ramon D. Williams

Attest: _____
Gretchen S. Boerwinkle, Village Clerk

Attest: _____
Secretary Treasurer, Robert V. Sanatana