

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, DECEMBER 15, 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. OATH OF OFFICE - PATROL OFFICER ANDREW PUTNA
5. RECOGNITION OF SERVICE AND RETIREMENT OF CHIEF FINANCIAL OFFICER LORA FLORI
6. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
7. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting November 24, 2025 (APPROVE)
 - c. Warrants: \$3,527,292.67
 - d. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S COMMISSION AND BOARD APPOINTMENTS (PASS)
 - e. ORDINANCE NO. _____ - AN ORDINANCE AMENDING CHAPTER 2 ENTITLED "BUILDING CODE" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
 - f. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A FIVE (5) YEAR RENEWAL AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE AND MAINTENANCE OF AXON BODY-WORN CAMERAS, AXON FLEET IN-CAR CAMERAS, AND AXON TASERS FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$403,340.43 FOR FIVE (5) YEARS (ADOPT)
 - g. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND RATIFYING AN AMENDMENT TO THE JOINT AGREEMENT WITH THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") (ADOPT)

NEW BUSINESS

8. MOTION - MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND (PASS)
9. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THREE YEAR AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CINTAS CORPORATION FOR THE PURCHASE OF FACILITY SERVICES AND JANITORIAL SUPPLIES AT A COST NOT TO EXCEED \$42,152.40 (\$14,050.80 ANNUALLY) (ADOPT)
10. ORDINANCE NO. _____ - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 5904 WESTERN AVENUE - PENELOPE AND QUINN SUBDIVISION (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 24, 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 6:31 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, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Thomas Halleran, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Public Works Rick Valent, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

ABSENT: Attorney Michael Durkin, Director of Parks and Recreation Dustin Kleefisch, Chief Financial Officer Amy Curtin, Deputy Chief Ben Kadolph, and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Attorney Halleran to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None present.

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 November 10, 2025 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting November 13, 2025 (APPROVE)
- d. Warrants of \$ 401,038.37
- e. RESOLUTION NO. 25-R-62 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2026 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

- f. ORDINANCE NO. 25-O-28 - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING APRIL 30, 2026, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- g. RESOLUTION NO. 25-R-63 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS") AT A COST NOT TO EXCEED \$49,942.56. (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE NO. 25-O-29 - AN ORDINANCE TO ESTABLISH ADMINISTRATIVE PROCEDURES TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

Chief Kaspar thanked the Mayor and the Board and explained that this is a unique ordinance as it re-establishes an ordinance previously passed but inadvertently not codified at the time.

The Public Safety Employee Benefits Act (PSEBA) provides municipal-paid health insurance to a public safety officer who is "catastrophically injured" in the line of duty until the officer reaches Medicare eligibility age. The officer's spouse and dependent children, until they reach the age of majority, are also entitled to coverage under the Act. In the early 2000s, an unsuccessful attempt was made to better define the term "catastrophically injured" as it relates to PSEBA.

In 2017, the Illinois Appellate Court concluded that a non-home rule municipality has the authority to enact an ordinance establishing administrative procedures to determine disabled firefighters' and police officers' eligibility for PSEBA benefits. Allowing the local jurisdiction to determine eligibility is preferable to relying on the

courts and is in the best interest of both the municipality and its residents.

On February 26, 2018, the Village Board was presented with Ordinance 18-0-07, which established administrative procedures for determining eligibility under the PSEBA. Following its passage, a codification issue occurred due to a vendor transition, and the ordinance was inadvertently overwritten during the adoption of the Administrative Adjudication ordinance in December 2023.

Today's ordinance reinstates the administrative procedures for determining PSEBA eligibility that were previously approved on February 26, 2018 (Ordinance 18-0-07) but never codified.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance 25-0-29 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 25-R-64 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES, LLC FOR UPDATES TO THE VILLAGE OF WILLOWBROOK'S UNIFIED DEVELOPMENT ORDINANCE FOR MIXED - USE DISTRICT STANDARDS (ADOPT)

Director Krol explained that the purpose of this resolution is to authorize the drafting of a full set of Mixed-Use District regulations to be included in the Unified Development Ordinance (UDO). The scope of work includes:

- Establishing the district and its standards
- Developing use-specific and general development standards
- Creating the associated sign standards

Houseal Lavigne will prepare the draft amendments, meet with staff to refine the documents, and present the proposed regulations to the Committee of the Whole. The anticipated timeline is a January-February 2026 presentation, with adoption expected in March 2026.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 25-R-64 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-65 - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (708 69th Street) (ADOPT)

Administrator Halloran stated that staff is requesting approval to purchase the property located at 708 69th Street. This acquisition was identified in the Village's Stormwater Master Plan. The parcel, directly across from Willow Pond, is currently impaired and bringing it into Village ownership will allow for significant stormwater improvements in the Willow Manor area.

Administrator Halloran explained that the preliminary plan, details of which will be presented to the Board in January once more information is available, includes the installation of underground stormwater storage and additional parking, as the Willow Pond Park area is without adequate parking. The January presentation will outline the key acquisition funds needed to address stormwater issues.

Trustee Mistele asked if the property was appraised. Administrator Halloran stated no, it was negotiated by staff.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 25-R-65 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal had no report but wished everyone a Happy Thanksgiving.

Trustee Ruffolo had no report.

Trustee Mistele commended the Police Department for their 11th CALEA certification, the eleventh time since 1991; a major accomplishment over the past 35 years.

Trustee Berglund had no report but wished everyone a Happy Thanksgiving.

Trustee Davi had no report.

Trustee Astrella had no report but wished all a Happy Thanksgiving.

10. ATTORNEY'S REPORT

Attorney Durkin had no report and wished everyone a Happy Thanksgiving.

11. CLERK'S REPORT

Clerk Boerwinkle had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran provided several updates. First, he reminded the Board that with the cancellation of the Light up the Night event due the Borse Park construction, the Winter Lights Walk at Willow Pond will begin December 6th running through January 4th with 3 special events scheduled on December 6, 13 and 19 to include appearances by Elsa, horse-drawn carriage rides, and visits from Santa and Mrs. Claus. Willow Pond will be decorated with a variety of themed displays and special lighting features such as Santa and other illuminated elements throughout the park.

Administrator Halloran asked Chief Kaspar to share the CALEA results. Chief Kaspar advised that Willowbrook Police Department was accredited for the 11th time in Jacksonville, Florida on November 15. Trustees Mistele and Ruffolo were also in attendance. The agency was first accredited in 1991 and was the 201st police agency nationwide to achieve accreditation. Only 7% of law enforcement agencies in the nation receive accreditation status. The department also received Meritorious Status in recognition of maintaining accreditation for over 15 years.

13. MAYOR'S REPORT

Mayor Trilla had no formal report but noted that he had been observing the work being done at Borse Park and was highly impressed and excited to see the physical results of the planning that had been done. The Mayor also expressed his thanks and gratitude to the Trustees, Clerk, the Police Department, Village staff and all Village employees for their hard work and all they can accomplish.

14. EXECUTIVE SESSION

Mayor Trilla stated there is no need for an Executive session during tonight's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:49 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

December 15, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

December 15, 2025

GENERAL CORPORATE FUND	-----	\$ 475,319.99
WATER FUND	-----	\$ 272,258.15
CAPITAL PROJECT FUND	-----	\$ 1,931,326.96
DEBT SERVICE FUND	-----	\$ 299,175.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 4,878.27
17 SERIES 2022 BOND	-----	\$ 544,334.30
TOTAL WARRANTS	-----	\$ 3,527,292.67

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									
12/02/2025	APCHK	104505	EVENT G05484 (BAL)	DRURY LANE THEATRE	ACTIVE ADULT PROGRAM	590-517	20		2,043.75
12/02/2025	APCHK	104506	435158556	RAUE CENTER FOR THE ART	ACTIVE ADULT PROGRAM	590-517	20		2,043.75
12/05/2025	APCHK	104507	RIDES 12/12/25	ANTIQUE COACH AND CARRI	COMMUNITY EVENTS	585-522	20		2,070.80
12/05/2025	APCHK	104508	NO. 5	DASH OF DUST STUDIO, LL	COMMUNITY EVENTS	585-522	20		1,210.00
12/05/2025	APCHK	104509	12/8 CHRISTMAS SONG	JENNIFER A RIDDLE	ACTIVE ADULT PROGRAM	590-517	20		300.00
12/15/2025	APCHK	104510	1846	911 TECH, INC.	EDP LICENSES	640-263	30		400.00
12/15/2025	APCHK	104511	REIM. TRAINING FOOD	ALEX ARTEAGA	COMMISSARY PROVISION	455-355	10		1,432.22
12/15/2025	APCHK	104512	INV0112737	AMERICAN TRAFFIC SOLUTI	RED LIGHT - ADJUDICATOR	630-246	30		149.20
12/15/2025	APCHK	104513	26805	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30		22,367.65
									188.00
									188.00
12/15/2025	APCHK	104514#	287309210041 NOV'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05		42.33
			287309210041 NOV'25		PHONE - TELEPHONES	455-201	10		42.33
			287309210041 NOV'25		PHONE - TELEPHONES	455-201	20		84.66
			287309143567T NOV'2		PHONE - TELEPHONES	630-201	30		1,604.76
				CHECK APCHK 104514 TOTA					1,774.08
12/15/2025	APCHK	104515	152547	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		233.44
			152510		MAINTENANCE - BUILDING	630-228	30		192.18
			152483		MAINTENANCE - BUILDING	630-228	30		188.65
			152522		MAINTENANCE - BUILDING	630-228	30		765.62
			152568		MAINTENANCE - BUILDING	630-228	30		58.95
			152622		MAINTENANCE - BUILDING	630-228	30		203.03
			152611		MAINTENANCE - BUILDING	630-228	30		39.97
			152606		MAINTENANCE - BUILDING	630-228	30		231.05
			152571		MAINTENANCE - BUILDING	630-228	30		58.95
				CHECK APCHK 104515 TOTA					1,971.84
12/15/2025	APCHK	104516	805101074	BDK DOOR	MAINTENANCE - BUILDING	630-228	30		533.47
12/15/2025	APCHK	104517	CALEA 11/11-11/15/2	BENJAMIN KADOLPH	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		190.51
									190.51
12/15/2025	APCHK	104518	45204	BESTWAY CHARTER TRANSP	ACTIVE ADULT PROGRAM	590-517	20		750.00
			45246		ACTIVE ADULT PROGRAM	590-517	20		845.00
			45295		ACTIVE ADULT PROGRAM	590-517	20		1,050.00
				CHECK APCHK 104518 TOTA					2,645.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
12/15/2025	APCHK	104519*#	51704	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35		250.00
12/15/2025	APCHK	104520	3497	BRIGHTER ELECTRIC	MAINTENANCE - EQUIPMENT	570-411	20		250.00
12/15/2025	APCHK	104522	SO-000662	CALEA	ACCREDITATION	630-202	30		1,835.00
12/15/2025	APCHK	104523	4676	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10		3,916.61
			4729		MAINTENANCE - BUILDING	466-228	10		3,916.61
				CHECK APCHK 104523 TOTA					444.20
									1,676.70
12/15/2025	APCHK	104524	20232689	CHESSIE'S ICE HOUSE, INACTIVE ADULT PROGRAM		590-517	20		300.00
12/15/2025	APCHK	104525	I12359	CHICAGO SUN-TIMES, INC PRINTING & PUBLISHING		810-302	40		300.00
12/15/2025	APCHK	104526	NO. 11	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20		343.00
12/15/2025	APCHK	104528	29090-00	CLESENS, INC.	SALT	755-331	35		250.00
12/15/2025	APCHK	104529	1400318 - GAYNOR	COLLETTE TRAVEL SERVICE	ACTIVE ADULT PROGRAM DEPOSITS	130-120	00		916.30
									1,247.00
				CHECK APCHK 104529 TOTA					1,247.00
12/15/2025	APCHK	104530#	0012812 DEC '25	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30		186.85
			0044518 DEC '25		TELEPHONES	710-201	35		350.40
				CHECK APCHK 104530 TOTA					537.25
12/15/2025	APCHK	104531	7078905000 OCT/NOV2	COMED	ENERGY - STREET LIGHTS	745-207	35		103.15
			5166185000 OCT/NOV2		MAINTENANCE - TRAFFIC SIGNALS	745-224	35		103.74
				CHECK APCHK 104531 TOTA					206.89
12/15/2025	APCHK	104532*#	5550025475	COMMERCIAL TIRE SERVICE	MAINTENANCE - BUILDING	630-228	30		720.00
			5550025476		MAINTENANCE - BUILDING	630-228	30		1,342.50
			5550025477		MAINTENANCE - BUILDING	630-228	30		748.50
			5550025479		MAINTENANCE - BUILDING	630-228	30		574.00
			5550025611		MAINTENANCE	725-410	35		580.98
				CHECK APCHK 104532 TOTA					3,965.98
12/15/2025	APCHK	104533#	DT 2025-11-114	DACRA ADJUDICATION LLC	EDP LICENSES	640-263	30		1,500.00
			DT 2025-11-114		EDP LICENSES	815-263	40		1,000.00
				CHECK APCHK 104533 TOTA					2,500.00
12/15/2025	APCHK	104535	31340	DUPAGE COUNTY ANIMAL SE	ANIMAL CONTROL	650-268	30		100.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
12/15/2025	APCHK	104536#	1040240	DUPAGE COUNTY PUBLIC WO SANITARY (835 MIDWAY)		466-251	10		100.00
			1040419	SANITARY (825 MIDWAY)		570-250	20		49.62
			1061406	SANITARY (825 MIDWAY)		570-250	20		12.18
			1040392	SANITARY (825 MIDWAY)		570-250	20		5.30
			1040255	SANITARY (825 MIDWAY)		570-250	20		434.19
			1040264	SANITARY (7760 QUINCY)		630-250	30		317.22
			1040406	SANITARY USER CHARGE		725-417	35		23.76
			CHECK APCHK 104536 TOTA						984.12
12/15/2025	APCHK	104537*#	26115	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10		337.50
			26117	FEES - VILLAGE ATTORNEY		470-239	10		1,189.50
			26118	FEES - VILLAGE ATTORNEY		470-239	10		2,174.50
			CHECK APCHK 104537 TOTA						3,701.50
12/15/2025	APCHK	104538	900118404	ESRI	FEES/DUES/SUBSCRIPTIONS	630-307	30		123.00
									123.00
12/15/2025	APCHK	104539*#	4117	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT	570-411	20		6,900.00
			4126	MAINTENANCE - EQUIPMENT		570-411	20		4,500.00
			4127	MAINTENANCE - EQUIPMENT		570-411	20		4,020.00
			4128	MAINTENANCE - EQUIPMENT		570-411	20		4,480.00
			4129	MAINTENANCE - EQUIPMENT		570-411	20		4,600.00
			4116	STREET IMPROVEMENTS		765-685	35		8,465.00
			CHECK APCHK 104539 TOTA						32,965.00
12/15/2025	APCHK	104540	28129	FIRST RESPONDERS WELLNE	FEES/DUES/SUBSCRIPTIONS	630-307	30		185.00
12/15/2025	APCHK	104541	130457263	FLEETPRIDE TRUCK & TRAI	OPERATING SUPPLIES & EQUIPMEN	710-401	35		185.00
									52.69
									52.69
12/15/2025	APCHK	104542#	12/8/25 WILLOW POND	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20		560.00
			12/8/25 EMERGENCY	MAINTENANCE		725-410	35		420.00
			CHECK APCHK 104542 TOTA						980.00
12/15/2025	APCHK	104543	ROW BOND REFUND	GAIL FRANSEN	BUILDING PERMITS	310-401	00		10,000.00
12/15/2025	APCHK	104544	MAIFEST 5/19/26	GLENN ELLISON	ACTIVE ADULT PROGRAM	590-517	20		10,000.00
									350.00
									350.00
12/15/2025	APCHK	104545*#	DECEMBER 2025	GOVERNMENT INSURANCE NE	EMP DED PAY- INSURANCE	210-204	00		12,812.63
			DECEMBER 2025	EMP DED PAY- INSURANCE		210-204	00		10,321.42
			DECEMBER 2025	LIFE INSURANCE - ELECTED OFFI	410-141	05			70.21

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
			DECEMBER 2025		LIFE INSURANCE - COMMISSIONER 435-148		07		21.24
			DECEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE 455-141		10		7,391.64
			DECEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE 550-141		20		3,091.26
			DECEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE 630-141		30		46,634.22
			DECEMBER 2025		PSEBA BENEFITS	630-142	30		1,525.00
			DECEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE 710-141		35		3,594.81
			DECEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE 810-141		40		4,585.70
			DECEMBER 2025		LIFE INSURANCE - PLAN COMMISS 810-148		40		50.74
					CHECK APCHK 104545 TOTA				90,098.87
12/15/2025 APCHK 104546*# 17886 H AND R CONSTRUCTION IN SNOW REMOVAL CONTRACT 740-287 35 4,760.00									
			17887		SNOW REMOVAL CONTRACT	740-287	35		4,760.00
			17888		SNOW REMOVAL CONTRACT	740-287	35		1,100.00
			17889		SNOW REMOVAL CONTRACT	740-287	35		5,562.00
			17891		SNOW REMOVAL CONTRACT	740-287	35		5,330.00
			17890		SPOILS HAULING SERVICES	740-291	35		3,710.00
					CHECK APCHK 104546 TOTA				25,222.00
12/15/2025 APCHK 104547 124734 HAGG PRESS, INC. ACTIVE ADULT PROGRAM 590-517 20 3,632.00									3,632.00
12/15/2025 APCHK 104548*# 4024241 HOME DEPOT CREDIT SERVIMaintenance - EQUIPMENT 570-411 20 119.00									
			9012618		COMMUNITY EVENTS	585-522	20		906.17
			6023595		COMMUNITY EVENTS	585-522	20		320.28
			3058119		COMMUNITY EVENTS	585-522	20		376.94
			3020018		COMMUNITY EVENTS	585-522	20		395.35
			3020059		COMMUNITY EVENTS	585-522	20		41.92
			2030112		COMMUNITY EVENTS	585-522	20		44.85
			1012958		COMMUNITY EVENTS	585-522	20		27.94
			3024702		MAINTENANCE - BUILDING	630-228	30		21.98
			5036055		OPERATING SUPPLIES & EQUIPMEN 710-401		35		72.00
			3524607		OPERATING SUPPLIES & EQUIPMEN 710-401		35		509.86
			3627601		OPERATING SUPPLIES & EQUIPMEN 710-401		35		382.94
					CHECK APCHK 104548 TOTA				3,219.23
12/15/2025 APCHK 104549 7536 HOUSEAL LAVIGNE ASSOCIASPECIAL PROJECTS 810-305 40 14,671.25									14,671.25
			7866		SPECIAL PROJECTS	810-305	40		6,745.00
			7929		SPECIAL PROJECTS	810-305	40		16,220.44
			8286		SPECIAL PROJECTS	810-305	40		997.50
					CHECK APCHK 104549 TOTA				38,634.19

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
12/15/2025	APCHK	104551	3166	IL PUBLIC WORKS MUTUAL FEES/DUES/SUBSCRIPTIONS		710-307	35		100.00
12/15/2025	APCHK	104552	Q15.000037885	INTN'L CODE COUNCIL INC FEES/DUES/SUBSCRIPTIONS		810-307	40		100.00 170.00
12/15/2025	APCHK	104553	OCT'25 GIN DED.RFND JANET KUFRIN	EMP DED PAY- INSURANCE		210-204	00		170.00 622.77
12/15/2025	APCHK	104554	DETECTIVE MTG REIMB JOSE LOPEZ	SCHOOLS/CONFERENCES/TRAVEL		630-304	30		622.77 44.00
12/15/2025	APCHK	104556	394897	KARA CO. INC.	OPERATING SUPPLIES & EQUIPMENT	710-401	35		44.00 144.81
12/15/2025	APCHK	104557	25-76952	KEVRON PRINTING & DESIGN OFFICE SUPPLIES		410-301	05		144.81 80.09
									80.09
12/15/2025	APCHK	104558#	9010645472	KONICA MINOLTA BUSINESS COPY SERVICE		455-315	10		150.00
			9010682102	COPY SERVICE		455-315	10		150.00
			9010645472	COPY SERVICE		630-315	30		300.00
			9010682102	COPY SERVICE		630-315	30		300.00
			9010645472	COPY SERVICE		810-315	40		150.00
			9010682102	COPY SERVICE		810-315	40		150.00
			CHECK APCHK 104558 TOTA						1,200.00
12/15/2025	APCHK	104559	IN001130145	LAKE FOREST GRADUATE SC	SCHOOLS/CONFERENCES/TRAVEL	455-304	10		12,600.00
12/15/2025	APCHK	104561	CALEA REIM 11/13-16	LAUREN KASPAR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		12,600.00 187.47
									187.47
12/15/2025	APCHK	104562*#	111929	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		3,000.00
									3,000.00
12/15/2025	APCHK	104563	94201	LAW OFFICES STORINO RAM	FEES - VILLAGE ATTORNEY	470-239	10		20,062.40
			94201	FEES - LABOR COUNSEL		470-242	10		3,425.40
			94201	FEES - LABOR COUNSEL		470-242	10		413.60
			94201	FEES - LABOR COUNSEL		470-242	10		4,792.00
			94201	FEES - LABOR COUNSEL		470-242	10		147.40
			CHECK APCHK 104563 TOTA						28,840.80
12/15/2025	APCHK	104564	10154ST C	LINA EMBROIDERY	UNIFORMS	630-345	30		128.00
12/15/2025	APCHK	104565	GIFT CLASS 12/2/25	LISA MARIE DIMAGGIO	COMMUNITY EVENTS	585-522	20		128.00 26.00
12/15/2025	APCHK	104566	AUG 13-NOV 30, 2025	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40		26.00 3,780.00
12/15/2025	APCHK	104567	CDFT 12/1-12/5/25	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		3,780.00 146.37
12/15/2025	APCHK	104569	ROW BOND REFUND	MATTHEW D. KOEHLER	BUILDING PERMITS	310-401	00		146.37 10,000.00
12/15/2025	APCHK	104570	M-2025-014	METROPOLITAN EMER RESP	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		10,000.00 1,489.76
12/15/2025	APCHK	104573	072079	MUNICIPAL ELECTRONICS	DMMAINTENANCE - BUILDING	630-228	30		1,489.76 411.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
12/15/2025	APCHK	104595*#	TG5 NOVEMBER' 25	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		720.00
			TG5 NOVEMBER' 25		STORM WATER IMPROVEMENTS MAIN	750-381	35		272.00
				CHECK APCHK 104595	TOTA				992.00
12/15/2025	APCHK	104596*#	0213875-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35		962.39
12/15/2025	APCHK	104597	219663	TEE JAY SERVICE COMPANY	MAINTENANCE - BUILDING	466-228	10		962.39
12/15/2025	APCHK	104598	15866	TKB ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	460-267	10		412.99
									412.99
12/15/2025	APCHK	104601*#	UPS2025-WIBK1202202	UNDERGROUND PIPE SOLUTI	MAINTENANCE - EQUIPMENT	570-411	20		1,200.00
			UPS2025-WIBK1205202		MAINTENANCE - EQUIPMENT	570-411	20		1,800.00
			UPS2025-WIBK1103202		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,400.00
			UPS2025-WIBK1106202		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,500.00
			UPS2025-WIBK1111202		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,300.00
			UPS2025-WIBK1112202		STORM WATER IMPROVEMENTS MAIN	750-381	35		4,600.00
				CHECK APCHK 104601	TOTA				20,800.00
12/15/2025	APCHK	104602	O1007034	UNIFORMS DIRECT LLC	UNIFORMS	630-345	30		350.00
			O1006819		OPERATING EQUIPMENT	630-401	30		32.00
				CHECK APCHK 104602	TOTA				382.00
12/15/2025	APCHK	104604	ORD5-013711	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	630-228	30		113.74
									113.74
12/15/2025	APCHK	104605#	INV12425610	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		321.60
			INV12425610		PHONE - TELEPHONES	455-201	20		97.88
			INV12425610		PHONE - TELEPHONES	630-201	30		783.01
			INV12425610		TELEPHONES	710-201	35		97.88
			INV12425610		TELEPHONES	810-201	40		97.88
				CHECK APCHK 104605	TOTA				1,398.25
12/15/2025	APCHK	104606	6052124-0	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	455-301	10		175.96
12/15/2025	APCHK	104608	0007845-IN	WEST CENTRAL MUNICIPAL	TREE MAINTENANCE	750-338	35		175.96
12/15/2025	APCHK	104609	0011414-IN	WEST CENTRAL MUNICIPAL	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		6,563.00
12/15/2025	APCHK	104610	0002269222-IN	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10		980.00
									980.00
									50.00
12/15/2025	APCHK	104612#	3803	WLBK BURR RIDGE CHAMBER	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		180.00
			3803		SCHOOLS/CONFERENCES/TRAVEL	455-304	10		90.00

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Fund: 01 GENERAL FUND									
		3803			SCHOOLS/CONFERENCES/TRAVEL	810-304	40		45.00
				CHECK APCHK 104612 TOTA					315.00
					Total for fund 01 GENERAL FUND				475,319.99

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
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Fund: 02 WATER FUND

12/15/2025 APCHK 104595*# TG5 NOVEMBER' 25 TAMELING GRADING WATER DISTRIBUTION REPAIRS/MA 430-277 50 3,480.00
3,480.00

12/15/2025	APCHK	104596*	0213679-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	463.50
			0213875-IN		STREET IMPROVEMENTS SERVICES	430-281	50	962.39
			0213876-IN		STREET IMPROVEMENTS SERVICES	430-281	50	803.70

CHECK APCHK 104596 TOTA 2,229.59

12/15/2025	APCHK	104601*#	UPS2025-WIBK1107202	UNDERGROUND PIPE SOLUTI	WATER DISTRIBUTION REPAIRS/MA 430-277	50	2,800.00
			UPS2025-WIBK1110202		WATER DISTRIBUTION REPAIRS/MA 430-277	50	8,400.00
			UPS2025-WIBK1114202		WATER DISTRIBUTION REPAIRS/MA 430-277	50	7,900.00
			UPS2025-WIBK1117202		WATER DISTRIBUTION REPAIRS/MA 430-277	50	2,100.00
			UPS2025-WIBK1201202		STREET IMPROVEMENTS SERVICES 430-281	50	3,900.00
			UPS2025-WIBK1203202		STREET IMPROVEMENTS SERVICES 430-281	50	4,150.00
			UPS2025-WIBK1205202		STREET IMPROVEMENTS SERVICES 430-281	50	2,600.00

CHECK ABCUK 104601 TOTAL 21 850.00

12/15/2025	APCHK	104603	57196	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	511.06
			57196		POSTAGE & METER RENT	401-311	50	902.09

CHECK APCHK 104603 TOTA 1,413.15

12/15/2025 APCHK 104611 5171469 WILLOWBROOK FORD INC. VEHICLE MAINTENANCE 401-350 50 245.33
245.33

Total for fund 02 WATER FUN

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 10 CAPITAL PROJECT FUND									
12/15/2025	APCHK	104521	PAY REQUEST #1	BURKE, LLC	BORSE PARK - PHASE III	600-355	55		438,739.77
									438,739.77
12/15/2025	APCHK	104527	204616	CHRISTOPHER B. BURKE	RESURFACING	600-313	55		1,806.00
			205388		RESURFACING	600-313	55		8,688.00
			206227		RESURFACING	600-313	55		3,979.81
				CHECK APCHK 104527 TOTA					14,473.81
12/15/2025	APCHK	104534	73408	DOTY & SONS CONCRETE PR	BORSE PARK - PHASE III	600-355	55		11,682.00
									11,682.00
12/15/2025	APCHK	104539*#	4125	FALCO'S LANDSCAPING INC	BORSE PARK - PHASE III	600-355	55		3,600.00
									3,600.00
12/15/2025	APCHK	104548*#	1902327	HOME DEPOT CREDIT SERVI	BORSE PARK - PHASE III	600-355	55		11,435.10
12/15/2025	APCHK	104560	23073	LANDWORKS LTD	BORSE PARK - PHASE III	600-355	55		1,417,872.28
12/15/2025	APCHK	104572	107095AD	MID AMERICAN WATER	BORSE PARK - PHASE III	600-355	55		1,417,872.28
									4,185.00
12/15/2025	APCHK	104591	I0016560	SIEVERT	BORSE PARK - PHASE III	600-355	55		4,185.00
									17,460.00
									17,460.00
12/15/2025	APCHK	104595*#	TG5 NOVEMBER' 25	TAMELING GRADING	BORSE PARK - PHASE III	600-355	55		3,480.00
									3,480.00
12/15/2025	APCHK	104601*#	UPS2025-WIBK1021202	UNDERGROUND PIPE SOLUTI	BORSE PARK - PHASE III	600-355	55		7,500.00
12/15/2025	APCHK	104607	0332979	WATER PRODUCTS-AURORA	BORSE PARK - PHASE III	600-355	55		7,500.00
									899.00
				Total for fund 10 CAPITAL PROJECT FUND					1,931,326.96

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 11 DEBT SERVICE FUND									
12/15/2025	APCHK	104599	WLB5 DUE 12/30/25	UMB BANK N.A.	BOND PRINCIPAL	550-401	70		255,000.00
			WLB5 DUE 12/30/25		BOND INTEREST	550-402	70		44,175.00
				CHECK APCHK 104599 TOTA					299,175.00
					Total for fund 11 DEBT SERVICE FUND				299,175.00

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 17 SERIES 2022 BOND									
12/15/2025	APCHK	104568	12012025	MALLON AND ASSOCIATES, OTHER PROFESSIONAL SERVICE (W540-425		80			5,069.30
									5,069.30
12/15/2025	APCHK	104600	WLB2 - SRS 2022A	UMB BANK N.A.	BOND PRINCIPAL EXPENSE	550-401	85		370,000.00
			WLB2 - SRS 2022A		BOND INTEREST EXPENSE	550-402	85		169,265.00
				CHECK APCHK 104600 TOTA					539,265.00
					Total for fund 17 SERIES 2022 BOND				544,334.30
				TOTAL - ALL FUNDS					3,527,292.67

'*-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

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



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.d.

DATE: December 15, 2025

SUBJECT:

MOTION – BOARD ADVICE AND CONSENT TO MAYOR'S COMMISSION AND BOARD APPOINTMENTS

STAFF REPORT

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

BACKGROUND/SUMMARY

As the Board is aware, the Mayor makes appointments to Village Commissions and Committees with the advice and consent of the Board of Trustees. The following appointments are hereby recommended:

- Plan Commission – 4 Year Term (7 Members)

Candidate:	Appointment Status:	New Term Expires:
Katie Smith	Appointment New member of the Plan Commission – will fill the spot of the vacancy from Zoltan Baksay	4/30/2029
Mary Partyka	Appointment New member of the Plan Commission – will fill the spot of the vacancy from John Wagner	4/30/2029

RECOMMENDED ACTION:

Pass the motion to confirm the Mayor's appointments.

Mary Partyka

[REDACTED]
Willowbrook, IL 60527
[REDACTED]
[REDACTED]

Although I have lived in the area for several years prior, I officially became a Willowbrook resident in 1992. During this time, I have witnessed the major developments that have occurred and look forward to opportunity to be involved in future developments that keep the Village a thriving and evolving community.

WORK EXPERIENCE:

Village of Willowbrook

Retired from the Village of Willowbrook after 30 years of employment. While employed with the Village I served as Parttime/Fulltime Secretary for the Police Department, Parks and Recreation Secretary, Community Development Secretary, Deputy Village Clerk and Executive Secretary. I served over my career with the Village as secretary to the Board of Trustees, Police Pension Commission, Parks and Recreation Commission, Zoning Board of Appeals, Plan Commission. Also served as secretary to the Willowbrook Focus Group, which was an integral part of the Willowbrook Town Center development.

Willowbrook/Burr Ridge Chamber of Commerce

After retiring from the Village of Willowbrook I served as the Administrative Assistant for the Willowbrook/Burr Ridge Chamber of Commerce where I Interacted with the public and Business owners, was the Secretary for the Executive Board, assisted in setting up the monthly meetings and coordinated the Chamber's Business Expo and Holiday Giving Tree.

VOLUNTEER EXPERIENCE:

- Our Lady of Mt. Carmel Catholic Church's food pantry.
- A Trustee on the Green Willow Condominium Association's Board, where we often interact with the Village of Willowbrook.
- An Executive Board member for the Paramount Tall Club of Chicago. I coordinate the annual PTC Scholarship fundraiser event and serve on the Club's Weekend Planning and Scholarship Committees.



Village of **WILLOWBROOK**

**Community
Development**

COMMITTEE OF THE WHOLE

AGENDA ITEM NO: 7.e.

DATE: December 15, 2025

SUBJECT:

AN ORDINANCE AMENDING CHAPTER 2 ENTITLED “BUILDING CODE”
OF TITLE 4 ENTITLED “MUNICIPAL SERVICES” OF THE VILLAGE CODE OF ORDINANCES
OF THE VILLAGE OF WILLOWBROOK

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 purpose of this agenda item is to review and approve the final ordinance adopting the 2024 International Code Council (ICC) Building Codes and associated local amendments, as discussed and presented to the Committee of the Whole (COW) on November 24, 2025.

BACKGROUND/SUMMARY

The Village of Willowbrook currently enforces the 2018 ICC Code Series, adopted in 2019 under Ordinance 19-O-10. As part of ongoing efforts to maintain consistency with modern building standards, improve safety, and streamline internal code administration, staff has prepared an update to adopt the 2024 ICC Code Series. The proposed update includes the Building, Residential, Mechanical, Plumbing, Fuel Gas, Fire, Existing Building, Property Maintenance, and Energy Conservation Codes, along with adoption of the 2023 NEC and continued use of the 2014 Illinois State Plumbing Code.

The Committee of the Whole reviewed the draft code update and proposed amendments on November 24, 2025, where staff provided an overview of the transition process, the rationale for reducing local amendments, and the anticipated benefits to contractors, design professionals, and residents. No changes were requested by the Committee of the Whole, and there were no changes to the document; direction was provided to place the final adopting ordinance on the December 15, 2025, agenda.

The updated ordinance adopts the following codes:

- **2024 IBC** – Building Code
- **2024 IRC** – Residential Code
- **2024 IMC** – Mechanical Code
- **2024 IFGC** – Fuel & Gas Code
- **2024 IECC** – Commercial & Residential Energy Code
- **2024 IFC** – Fire Code (referenced through our fire districts)
- **2024 IPMC** – Property Maintenance Code



- **2024 IEBC** – Existing Building Code
- **2024 ISPSC** – Swimming Pool & Spa Code
- **2023 NEC** – Electrical Code (state-mandated)

FINANCIAL IMPACT

The Village previously approved an amendment to the professional services agreement with SAFEbuilt totaling \$10,000 to support this code transition. This expenditure will be accommodated through a future budget amendment reallocating existing funds. No new or supplemental funding is required.

RECOMMENDED ACTION:

Staff respectfully recommends that the Village Board approve the ordinance adopting the 2024 ICC Code Series with local amendments, to become effective January 1, 2026.

ORDINANCE NO. 25-0-__

**AN ORDINANCE AMENDING CHAPTER 2 ENTITLED “BUILDING CODE”
OF TITLE 4 ENTITLED “MUNICIPAL SERVICES” OF THE VILLAGE CODE OF
ORDINANCES OF THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (the “Village”) previously adopted the 2018 International Code Council (ICC) Building Codes in 2019, pursuant to Ordinance No. 19-O-10; and

WHEREAS, it has been determined that it is in the best interest of the health, safety and welfare of residents of the Village to adopt the 2024 International Code Council (ICC) Building Codes, with certain amendments.

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

SECTION 1. That Chapter 2 entitled “Building Code” of Title 4 entitled “Municipal Services” of the Village Code of the Village of Willowbrook, is hereby deleted in its entirety and the following inserted in lieu thereof:

See Exhibit “A” attached hereto and made a part hereof setting forth the amended Title 4, Chapter 2, of the Village Code of Ordinances of the Village of Willowbrook.

SECTION 2. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, in pamphlet form, in the manner provided by law.

PASSED and **APPROVED** this 15th day of December, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT "A"

**TITLE 4, CHAPTER 2, VILLAGE CODE OF ORDINANCES,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

CHAPTER 2 BUILDING CODE

SECTION:

4-2-1: Title

4-2-2: Purpose

4-2-3: Chapter As Remedial

4-2-4: Definitions

4-2-5: Applicability, Exemptions, More Restrictive Regulations

4-2-6: Structures Existing On Date Of Adoption Of Chapter, Structures Moved Into Village

4-2-7: Public Safety, Insurance, Bonds

4-2-8: Approved Materials, Modifications

4-2-9: Building Official, Duties And Powers

4-2-10: Building Permits

4-2-11: Permit Fees

4-2-12: Inspections

4-2-13: Stop Work Orders

4-2-14: Certificates And Inspections

4-2-15: Emergency Measures

4-2-16: Off Street Parking

4-2-17: Load And Capacity Placard

4-2-18: Hours For Construction Work

4-2-19: Rules Adopted By Reference

4-2-20: Violation Penalties

4-2-21: Building Code Adopted

4-2-22: Mechanical Code Adopted

4-2-23: Reserved

4-2-24: Plumbing Code Adopted

- 4-2-25: Water Well Codes Adopted
- 4-2-26: Private Sewage Disposal Code Adopted
- 4-2-27: Electrical Code Adopted
- 4-2-28: Fire Code Adopted
- 4-2-29: DuPage County Countywide Stormwater And Floodplain Ordinance Adopted
- 4-2-30: Minimum Security Regulations
- 4-2-31: Minimum Housing Regulations
- 4-2-32: Swimming Pool Regulations Adopted
- 4-2-33: Residential Code Adopted
- 4-2-34: Fuel Gas Code Adopted
- 4-2-35: Existing Building Code Adopted

4-2-1: TITLE:

This chapter will be known as the BUILDING CODE OF THE VILLAGE OF WILLOWBROOK. (Ord. 19-0-10, 6-24-2019)

4-2-2: PURPOSE:

The purpose of this chapter is to provide for the safety, health and public welfare through structural strength and stability, means of egress, adequate light and ventilation and protection to life and property from fire and hazards incidental to the design, construction, alteration, removal or demolition of buildings or structures. This chapter sets forth requirements which are considered reasonable and are held in every instance to be the minimum for the promotion of public health, safety and the general welfare. (Ord. 19-0-10, 6-24-2019)

4-2-3: CHAPTER AS REMEDIAL:

This chapter shall be construed to secure its expressed intent, which is to ensure public safety, health and welfare insofar as they are affected by building construction, through structural strength, adequate egress facilities, sanitary equipment, light and ventilation, and fire safety; and, in general, to secure safety to life and property from all hazards incident to the design, erection, construction, alteration, removal or demolition of all buildings and structures. (Ord. 19-0-10, 6-24-2019)

4-2-4: DEFINITIONS:

The following words and phrases as used in this title shall have the following meanings unless a different meaning is required by the context. Where terms are not defined herein and are defined elsewhere in this Code, they shall have the meanings as so defined.

ACCEPTED ENGINEERING PRACTICE: That which conforms to accepted principles, tests or standards of nationally recognized technical or scientific authorities.

ACCESSIBLE: Refers to any opening in the exterior of a building larger than eight inches by twelve inches (8" x 12"); (e.g., door, window, transom, vent, duct, skylight, etc.) that is within either: a) eighteen feet (18') of the ground or the roof of an adjoining structure; b) fourteen feet (14') of any window, fire escape or ledge; or c) four feet (4') of another opening larger than eight inches by twelve inches (8" x 12"), a fire escape or a ledge in or projecting from the same wall as such opening or an adjacent wall, and leading to another building or structure.

ALCOVE: A recess adjoining and connecting with a larger room, with an unobstructed opening into such room.

ALTERATION: A change in size, shape, character or use of a structure or a change or rearrangement in the structural, mechanical, electrical, plumbing or egress systems of a building or structure.

APPROVED: "Approved", as applied to a material, device or method of construction, shall mean acceptable to the building official under the provisions of this chapter, or as deemed acceptable by some other authority designated by law to give approval in the matter in question.

APPROVED RULES: The legally adopted rules of the building official or of a recognized authoritative agency.

AREA: The maximum horizontal projected area of the building or structure at or above grade.

AREAWAY: An uncovered subsurface space adjacent to a building.

ATTIC: The space between the ceiling joists of the top habitable story and the roof rafters.

ATTIC, HABITABLE: A finished or unfinished habitable space within a dwelling attic constructed to comply with the current edition of the International Residential Code, and with a minimum room area of not less than 70 square feet. The floor area of the room shall have a ceiling height of not less than 5 feet and not less than 50 percent of the required floor area shall have a ceiling height of not less than 7 feet.

AUTOMATIC SPRINKLER: Equipment, comprising a system of pipes with orifices, all adequately sized, to apply water automatically to fire.

BASE FLOOD: The flood having a one percent (1%) probability of being equaled or exceeded in a given year.

BASEMENT: A story that is not a story above grade plane (see " Story above grade plane").

BASEMENT ROOM: Any room in a building where the average finished grade along the outside wall of said room is more than three feet (3') above the floor of said room.

BEST MANAGEMENT PRACTICES: Design, construction and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volume, prevent erosion and capture pollutants.

BUILDING: Anything constructed for shelter or enclosure of persons, animals or chattels of any kind and which is permanently affixed to the land.

BUILDING, ACCESSORY: A building or structure that is subordinate to the principal or primary building on the same parcel. The subordinate building or structure is incidental to the use of the principal or primary building. Examples of which may include but are not limited to detached garages, sheds, gazebos, or playhouses. The placement of the subordinate building or structure in relationship to the principal or primary building and the property or boundary lines shall comply with the adopted codes.

BUILDING, COMPLETELY ENCLOSED: A building separated on all sides from the adjacent open space or from other buildings or other structures, by a permanent roof and behind exterior walls or party walls, pierced only by windows and normal entrance or exit doors.

BUILDING, EXISTING: A building erected prior to the adoption of this chapter, or one for which a legal building permit has been issued.

BUILDING HEIGHT: The height in feet shall be taken as the vertical distance from the average grade adjacent to the building to the highest point of the building. In determining height, parapet walls not exceeding three feet (3') in height from the roof surface, penthouse, attics, roof tanks, bulkheads, chimneys and similar roof structures shall not be included unless the aggregate area of such structures exceeds one-third (1/3) of the area of the roof of the building.

BUILDING LINE: The setback or yard line, established by law, beyond which a building shall not be built or extend.

BUILDING OFFICIAL: The officer which is hereby authorized and it is his duty to administer and enforce the provisions of the Building Code, making such determinations, interpretations and orders as are necessary therefor, and requiring such plats, plans and other descriptive material in connection with applications for permits as are necessary for him to judge compliance with this title. The building official of the Village of Willowbrook, DuPage County, Illinois.

BUILDING PERMIT: A permit issued by the Village for construction, erection or alteration of a structure or building.

BUILDING, PRINCIPAL: A nonaccessory building in which the principal use of the lot on which it is located is conducted.

BUILDING SERVICE EQUIPMENT: The mechanical, electrical or elevator equipment, including piping, wiring, fixtures and other accessories which provide sanitation, lighting, heating, ventilation, firefighting and transportation facilities essential for the habitable occupancy of the building or structure for its designated use and occupancy.

BURGLARY RESISTANT GLAZING MATERIAL: Glass and glasslike materials which comply with or exceed the Underwriters Laboratories, Inc., or another approved testing agency, standard for burglary resistant glazing materials as follows: withstand the impact of a five (5) pound steel ball dropped from a height of ten feet (10') concentrated within a five inch (5") diameter area of the surface without release from the frame.

CLOMA: A conditional letter of map amendment. A FEMA comment letter on a development proposed to be located in, and affecting only that portion of the area of a floodplain outside the regulatory floodway and having no impact on the existing regulatory floodway or base flood elevations.

CLOMR: A conditional letter of map revision. A letter that indicates that FEMA will revise base flood elevations, flood insurance rate zones, flood boundaries, or floodways as shown on an effective FIRM or FBFM, after the record drawings are submitted and approved.

CEILING: The overhead inside finish of a room; the surface of the room opposite the floor.

CEILING HEIGHT: The clear vertical distance from the finished floor to the finished ceiling.

CELLAR: The portion of a building located partly or wholly underground and having half or more than half of its clear floor to ceiling height below the average grade of the adjoining ground. In dwellings, it shall not be used as sleeping quarters or for the preparation of food, except in single-family detached residences which meet the emergency egress, ceiling height, light and ventilation requirements of the Building Code.

CENTRAL HEATING SYSTEM: A system supplying heat to one or more dwelling units or more than one room.

CERTIFICATE OF ELEVATION: The Federal Emergency Management Agency National Floodplain Insurance Program Certificate of Elevation.

CERTIFICATE OF OCCUPANCY: The certificate issued by the Village permitting the occupation and use of a building in accordance with the approved plans and specifications which certifies compliance with the provisions of law for the use and occupancy of the building in its several parts together with any special stipulations or conditions of the building permit. (Also referred to in this code as an "occupancy permit".)

CHANGE OF OCCUPANCY: Either of the following shall be considered as a change of occupancy where this code requires a greater degree of safety, accessibility, structural strength, fire protection, means of egress, ventilation or sanitation than is existing in the current building or structure:

1. Any change in the occupancy classification of a building or structure.

2. Any change in the purpose of, or a change in the level of activity within, a building or structure.

CHASE: A vertical penetration in a wall provided to accommodate piping, conduit or ducts.

CHIMNEY: A primarily vertical enclosure containing one or more flues.

COMBINATION DEAD LATCH AND DEAD BOLT: A device combining a dead latch operable by knobs from inside and outside by a key, both of which can be retracted from the inside by turning the knob from the outside by a key.

COMBUSTIBLE MATERIAL: A combustible material is a material which cannot be classified as noncombustible in accordance with that definition.

COMMERCIAL BUILDINGS: Any building which is not defined as a dwelling.

COMPENSATORY STORAGE: An excavated hydrologically and hydraulically equivalent volume of storage created to offset the loss of existing flood storage.

CONTRACTOR: A person, firm or corporation engaged in the business of construction, altering, moving, demolishing buildings, structures and/or parts thereof, or in work incidental to the above operations, either for himself or for others.

CORPORATE COUNSEL: Whenever used in this code, it shall mean the legal counsel for the Village of Willowbrook.

COURT: An open unoccupied space, other than a yard, on the same lot with a building or group of buildings, and which is bounded on two (2) or more sides by such building or buildings.

COURT, INNER: Any court enclosed wholly by buildings, walls or other enclosing devices.

COURT, OUTER: A court extending to and opening upon a street, public alley, or other approved open space, not less than fifteen feet (15') (4572 mm) wide, or upon a required yard.

CRITICAL WETLANDS: Wetlands of the highest value by virtue of one or more high ranking characteristics that result in a uniquely valuable environment.

CYLINDER GUARD: A hardened steel ring or plate surrounding the otherwise exposed portion of a cylinder lock to prevent cutting, prying, pulling or wrenching with common tools.

DEAD BOLT: A bolt which has no automatic spring action and which is operated by a key, thumb turn or lever and is positively held fast in the protected position.

DEAD LATCH: A latch which is positively held in latched position with a strike by an added integral bolt-type mechanism and is released by a key from the outside and a knob or similar actuator from the inside.

DEPRESSIONAL STORAGE: The existing volume of storage available under the base flood elevation that may be contained in low lying areas that have no drainage outlet.

DEVELOPMENT: Any manmade change to improved or unimproved real estate, including, but not limited to, construction of or substantial improvements to buildings or other structures, the placement of mobile homes, mining, dredging, filling, grading, paving, excavation or drilling operations.

DILAPIDATED: Fallen into ruin, decay or disrepair.

DOOR SCOPE: A system of lenses encased for convenient installation in entrance doors permitting an inside viewer to observe a one hundred eighty degree (180°) area of the outside with the door closed.

DORMITORY: A room occupied by more than two (2) guests.

DOUBLE CYLINDER DEAD BOLT: A dead bolt lock actuated by a key from the inside and outside.

DWELLING: A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes. Dwellings are buildings intended to serve as residences for one or two families, but does not include house trailers, mobile homes or lodging rooms in hotels, motels or lodging houses, dormitories, or any facility where people are being detained involuntarily or for medical or other care or treatment.

DWELLING, MULTIPLE DWELLING: A residential building containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

DWELLING, SINGLE-FAMILY ATTACHED: See TOWNHOUSE.

DWELLING, SINGLE-FAMILY DETACHED: A residential building which is entirely surrounded by open space on the same lot.

DWELLING UNIT: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. This excludes temporary structures (campers, RVs, trailers) used for dwelling purposes.

EFFICIENCY DWELLING UNIT: A dwelling unit where all permanent provisions for living, sleeping, eating and cooking are contained in a single room.

ELEVATION CERTIFICATES: A form published by FEMA, or its equivalent, that is used to certify the base flood elevation and the lowest elevation of usable space to which a building has been constructed.

EXIT: That portion of a means of egress system between the exit access and the exit discharge or public way. Exit components include exterior exit doors at the level of exit discharge, interior exit stairways and ramps, exit passageways, exterior exit stairways and ramps and horizontal exits.

EXTERIOR PROPERTY AREA: The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION: The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

FBFM: A flood boundary and floodway map. A floodplain management map issued by FEMA that depicts, based on detailed analysis, the boundaries of the base flood, the two-tenths percent (0.2%) probability flood, and the floodway.

FEMA: The Federal Emergency Management Agency.

FHBM: A flood hazard boundary map. An official map of a community issued by FEMA, on which the boundaries of the flood, mudslide or mudflow, or related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FIRM: A flood insurance rate map. A map issued by FEMA that is an official community map, in which map FEMA has delineated both the special hazard areas and the risk premium zones applicable to the community. This map may or may not depict floodways.

FACTORY BUILT FIREPLACE: Prefabricated unit and all parts used to assemble the unit, including the fire box and flue.

FAMILY: One or more persons as related to the other by blood, marriage, guardianship or adoption, or a group of not more than three (3) persons not so related, together with his or her domestic servants, maintaining a common household in a dwelling unit, or a group of not more than six (6) handicapped individuals, as defined in title VIII of the United States Civil Rights Act of 1968, as amended, together with their domestic servants and attendants, maintaining a common nonprofit household in a dwelling unit.

FIRE RETARDANT TREATED WOOD (FRTW): Wood products that, when impregnated with chemicals by a pressure process or other means during manufacture, exhibit reduced surface-burning characteristics and resist propagation of fire. Fire Retardant Treated Wood (FRTW) when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed flame spread index of 25 or less. Additionally, the ASTM E84 or UL 723 test shall be continued for a 20-minute period and the flame front shall not progress more than 10 1/2 feet (3200 mm) beyond the centerline of the burners at any time during the test.

FLOOD: Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation of runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

FLOOD PROTECTION ELEVATION: The elevation to which uses regulated in this title are required to be elevated or floodproofed.

FLOODPLAIN: The area typically adjacent to and including a body of water where ground surface elevations are at or below a specified flood elevation.

FLOODPROOF: Additions, changes, or adjustments to structures or property that prevent the entry of floodwater in order to protect property from flood damage.

FLOODPROOFING CERTIFICATE: A form published by FEMA that is used to certify that a structure is floodproofed to one foot (1') above the base flood elevation.

FLOODWAY: The channel and that portion of the floodplain adjacent to a stream or watercourse that is needed to convey the base flood.

FLOOR: The inside bottom finish of a room.

FLOOR AREA: The "floor area" of a building or buildings shall be the sum of the gross horizontal areas of the several floors of such building or buildings measured from the exterior face of exterior walls, or from the centerline of party walls separating two (2) buildings, without deduction for hallways, stairs, closets, thickness of walls or columns. In particular, "floor area" shall include:

(A) A basement or cellar having more than four feet (4') in height above adjacent grade around fifty percent (50%) or more of the basement or cellar perimeter.

(B) In the case of a basement or cellar not fitting the description of subsection (A) of this definition, but having normal direct access to the outside not through another floor (walk-out basements), one-half (1/2) of the basement or cellar area shall be included.

(C) An attic, the space between the ceiling beams of the top story and the roof rafters, which has a fixed stairway as a means of access and a height of seven feet (7') or more above the attic floor.

(D) Interior balconies and mezzanines.

(E) Enclosed porches and sun rooms.

(F) Roofed-over decks, patios, porches, carports and stairs.

(G) Elevator shafts and stairwells at each floor.

(H) Floor space used for mechanical equipment; except equipment, open or enclosed located on the roof (i.e., bulkheads, water tanks and cooling towers).

FLOOR AREA RATIO: The numerical value obtained by dividing the floor area within a building or buildings by the area of such lot or parcel of land on which the building or buildings are located. (The floor area ratio as designated for each district, when multiplied by the lot or parcel area in square feet, shall determine the maximum permissible floor area for the building or buildings on the lot or parcel of land on which the building or buildings are located.)

FLUE: An approved enclosed passageway used for the removal of the products of combustion.

GARAGE, PRIVATE: An accessory building or an accessory portion of the principal building, including a carport, which is intended for and used to store the private vehicles of the family resident upon the premises, and in which no business, service or industry connected directly or indirectly with automotive vehicles is carried on.

GARAGE, PUBLIC: A building or structure for the storage or parking of more than four (4) passenger motor vehicles or motor powered boats, or more than one commercial motor vehicle.

GARBAGE: The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GRADE: (A) For buildings adjoining one street only, the elevation of the established curb at the center of the wall adjoining the street.

(B) For buildings adjoining more than one street, the average of the elevations of the established curbs at the center of all walls adjoining streets.

(C) For buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building at exit locations. All walls approximately parallel to and not more than fifty feet (50') from a street are to be considered as adjoining the street.

GRADE HALLWAY, GRADE LOBBY, GRADE PASSAGEWAY: An enclosed hallway, exitway, or corridor connecting a required exit to a street or to an open space or court communicating with a street.

GRADING PLAN: A grading plan shall be submitted for all new construction showing in sufficient detail all elevations, contour lines, etc. Grading plans for single-family detached residences shall have a minimum scale of one inch equals twenty feet (1" = 20').

GUEST: Any person having the right to occupy a room for living or sleeping purposes.

GUEST ROOM: Any room or rooms used, or intended to be used by a guest for sleeping purposes.

HABITABLE FLOOR: Any floor used for living purposes, including a basement.

HABITABLE SPACE: A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

HIGH WATER ELEVATION: The elevation of flood waters of the base flood at any given point.

HOME OCCUPATION: Any gainful occupation engaged in by the occupant of a dwelling at or from the dwelling.

HORIZONTAL SEPARATION: A permanent open space between the building wall under consideration and the nearest line to which a building is or may be legally built. Cornices and eaves projecting less than twelve inches (12"), belt courses, bay windows and window sills projecting less than four inches (4") and drop awnings shall not be considered in determining horizontal separation.

HOT WATER: Water at a temperature of not less than one hundred ten degrees Fahrenheit (110°F).

HOTEL (MOTEL): Any building containing fifty (50) or more guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied, or which are occupied for sleeping purposes by guests, whether rent is paid in money, goods, labor or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention home or other institution in which human beings are housed and detained under legal restraint.

INFESTATION: The presence within or around a dwelling, of any insects, rodents or other pests of such kind or in such numbers to cause a hazard to health or to be a nuisance.

INSERT: A hardened steel roller inside unhardened bolts to prevent bolt cutting with common tools.

KITCHEN: A room used, or designed to be used, for the preparation of foods.

LOMA: A Letter of Map Amendment. The official determination by FEMA that a specific structure is not in a regulatory floodplain. An LOMA amends the effective FHB, FBFM or FIRM.

LOMR: A Letter of Map Revision. A letter from FEMA that revises base flood elevations, flood insurance rate zones, flood boundaries or floodways as shown on an effective FHB, FBFM or FIRM.

LATCH: A spring-loaded device which automatically holds a swinging door shut upon closing by engaging a strike and which is released by turning a knob, lever or similar actuator from inside or outside.

LOAD, DEAD: Dead loads consist of the weight of all materials of construction incorporated into the building including, but not limited to, walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding, and other similarly incorporated architectural and structural items and fixed service equipment, including the weight of cranes and material handling systems.

LOAD, LIVE: A load produced by the use and occupancy of the building or other structure that does not include construction or environmental loads such as wind load, snow load, rain load, earthquake load, flood load or dead load.

LOUVERS: A series of removable fixed, slated or movable slats. (Glass louvers is descriptive of jalousies. Glass, wood or metal jalousies are considered to be louvers. Awning windows having sections more than 12 inches in depth are not considered to be louvers.)

MASONRY: A built-up construction or combination or building units of such materials as clay, shale, concrete, glass, gypsum or stone set in mortar or plain concrete.

Hollow Masonry Unit: A masonry unit whose net cross- sectional area in every plane parallel to the bearing surface is not less than sixty percent (60%) of the gross cross- sectional area measured in the same place.

Masonry Of Hollow Units: Masonry consisting wholly or in part of hollow masonry units laid contiguously in mortar.

Solid Masonry: Masonry consisting of solid masonry units laid continuously in mortar, or consisting of plain concrete.

Solid Masonry Unit: A masonry unit whose net cross- sectional area in every plane parallel to the bearing surface is seventy five percent (75%) or more of its gross cross- sectional area measured in the same plane.

MEZZANINE: An intermediate level or levels between the floor and ceiling of any story.

MINIMUM HABITABLE ROOM HEIGHT: A clear height from finished floor to finished ceiling of not less than seven feet (7') in the basement, cellar, upper stories, attic rooms and top half- stories over not less than one-half (1/2) the floor area when used for sleeping, study or similar activity.

MINIMUM HABITABLE ROOM SIZE: A room with a minimum dimension of ten feet (10') and minimum area of eighty (80) square feet between enclosing walls or partitions, exclusive of closet and storage spaces.

MOTOR FUEL SERVICE STATIONS: A structure, building, or premises or any portion thereof where a flammable fluid is stored, housed or sold for supply to motor vehicles.

MOTOR VEHICLE REPAIR SHOP: A building, structure or enclosure in which the general business of repairing motor vehicles is conducted, including a public garage.

MULTIPLE POINT LOCKS: A system of lever-operated bolts that engage a door opening, at least at the head and sill, operated by a single knob or handled from the inside and optionally a cylinder locked handle from the outside.

MUNICIPALITY: Whenever used in this Code, it shall mean the Village of Willowbrook.

NFIP: The National Flood Insurance Program. The requirements of the NFIP are codified in title 44 of the Code of Federal Regulations.

NONCOMBUSTIBLE MATERIAL: Materials that are tested using procedures set forth in ASTM E119 or UL 263.

NONCONFORMING STRUCTURE: A structure lawfully established which:

(A) Does not comply with all the regulations of this title governing the bulk of structures located within any given district; or

(B) Is designed or intended for a nonconforming use.

See Willowbrook Code of Ordinances Title 9 Unified Development Ordinance.

NONCONFORMING USE: A structure and the use thereof or the use of land that does not comply with the regulations of this title or title 9 of this Code governing use in the district in which it is located, but which conformed with all of the codes, ordinances and other legal requirements applicable at the time such structure was erected, enlarged or altered, and the use thereof or the use of land was established.

OCCUPANT: Any person in an area or room, for purposes of living, sleeping, working, visiting, entertainment, schooling, health or otherwise.

OCCUPANT LOAD: The number of persons for which the means of egress of a building or portion thereof is designed.

OCCUPIED SPACE: The total area of all buildings or structures on any lot or parcel of ground projected on a horizontal plane excluding permitted projections as allowed by this chapter.

OPERABLE AREA: The part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR: Any person having charge, care, management, or control of any dwelling or part of it, in which dwelling units or rooming units are let.

OWNER: Any person who, alone, jointly or severally with others, holds legal or equitable title to any dwelling, rooming house, dwelling unit or rooming unit.

PARTITION: A vertical separating construction between rooms or spaces.

PARTITION, BEARING: A partition used to support loads other than its own weight.

PERSON: Any person, firm or corporation, public or private, the State of Illinois and its agencies or political subdivision and the United States of America, its agencies and instrumentalities, any agent, servant, officer or employee of any of the foregoing.

PLAN COMMISSION: The Plan Commission of the Village of Willowbrook, DuPage County, Illinois.

PLAT OF SURVEY: Plat of survey sealed by a registered land surveyor from the State of Illinois showing all existing structures, etc., drawn within six (6) months of the permit request.

PLUMBING (PLUMBING FIXTURES): Water heating facilities, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bath tubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and other similar supplied fixtures, together with all connections to water or sewer lines.

PREMISES: A lot, plot or parcel of land including the buildings and structures thereon.

PROFESSIONAL ENGINEER: A person licensed under the laws of the State of Illinois to practice professional engineering.

PROFESSIONAL ENGINEERING: The application of science to the design of engineering systems and facilities, using the knowledge, skills, ability and professional judgment developed through professional engineering education, training and experience.

PROFESSIONAL ENGINEERING PRACTICE: The consultation on, conception, investigation, evaluation, planning and design of, and selection of materials and methods to be used in, administration of construction contracts for on site observation of an engineering system or facility, when such consultation, conception, investigation, evaluation, planning, design, selection, administration or observation requires extensive knowledge of engineering laws, formula, materials, practice and construction methods.

PUBLIC CORRIDOR: An enclosed public passageway with access to and from individual apartments, offices or rooms leading to a public hallway or to the exitways.

PUBLIC HALLWAY: A public corridor or space separately enclosed for providing common access to all the exitways of a building on any story.

PUBLIC PARKING DECK: An unenclosed or partially enclosed structure for the parking of motor vehicles, with no provision for the repairing or servicing of such vehicles.

RAT HARBORAGE: Any place where rats can live, nest or seek shelter.

RATED: Whenever used in this code, it shall mean as listed by the Underwriters Laboratories, Inc., or another approved testing agency.

RATED ASSEMBLY: All parts and components when assembled will provide a fire rated assembly.

RATPROOF: A form of construction which will prevent the entrance and exit of rats to and from a given space or building.

RECORD DRAWINGS: Drawings prepared, signed and sealed by a professional engineer or land surveyor representing the final as-built record of the actual in-place elevations, location of structures and topography.

REFUSE: Garbage, rubbish, ashes and dead animals.

REGULATORY FLOODPLAIN: The floodplain as determined by the base flood elevation used as the basis for regulation in this title.

REGULATORY FLOODWAY: The floodway that is used as the basis for regulation in this title.

REGULATORY WETLANDS: All wetlands other than critical wetlands.

REMODEL, BATHROOM: An interior renovation of a bathroom that includes but is not limited to the removal and replacement of a water closet, lavatory, bathtub, shower, associated enclosures, cabinet, or fixture.

REMODEL, KITCHEN: An interior renovation of a kitchen that shall include but is not limited to the removal and replacement of cabinets, countertops, plumbing fixtures, appliances, or finishes.

REMODEL, HALF BATHROOM: An interior renovation of a half bathroom that includes but is not limited to the removal and replacement of a water closet, lavatory, associated enclosures, cabinet, or fixture.

REPAIR: The replacement of existing work with equivalent materials for the purpose of its maintenance, but not including additional work that would affect safety, or affect required exit facilities, or a vital element of an elevator, plumbing, gas piping, wiring, ventilating or heating installation or any work that would be in violation of a provision of this chapter or any other law governing building construction.

RESIDENCE BUILDING: A building in which sleeping accommodations or sleeping accommodations and cooking facilities as a unit are provided, except when classified as an institution under this Code.

RIPARIAN ENVIRONMENT: Land bordering a waterway or wetland that provides habitat or amenities dependent on the proximity to water.

ROOF COVERING: The covering applied to the roof for weather resistance, fire resistance or appearance.

ROOF LINE: Either the peak line of the roof or the top of the parapet, whichever forms the top line of the building silhouettes.

ROOF STRUCTURE: A structure above the roof or any part of a building enclosing a stairway, tank, elevator machinery or service equipment, or such part of a shaft as extends above the roof; and not housing living or recreational accommodations.

RUBBISH: Combustible and noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

RUNOFF: The waters derived from melting snow or rain falling within a tributary drainage basin that exceed the infiltration capacity of the soils of that basin.

SCS: The United States Department of Agriculture, Soil Conservation Service.

SATELLITE EARTH STATION: Any antenna which includes a reflector element, whether flat, concave or parabolic, which is designed for receiving television, radio, data or other signals from satellites or other sources, or for transmitting such signals to a receiving station.

SERVICE ROOMS: Any room used for storage, bath or utility purposes, and not included in the definition of habitable rooms.

SHAFT: A space enclosed with side walls and extending through two (2) or more stories.

SHALL: As used in this Code, means mandatory.

SINGLE CYLINDER DEAD BOLT: A dead bolt activated from the outside by a key and from the inside by a knob, thumb turn, lever or similar actuator.

SLEEPING UNIT: A single unit that provides rooms or spaces for one or more persons, includes permanent provisions for sleeping and can include provisions for living, eating and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

SLIDING DOOR DEAD BOLT: A single dead bolt which after penetration of the strike, expands or is pivoted hook type to resist sliding of the door by force.

SLOW BURNING: This is a general relative term. Its precise meaning is defined in this chapter for specific applications.

SOIL SCIENTIST: A person with a four (4) year degree in which the core curriculum included course work in two (2) of the following fields: soil science, pedology, edaphology, and geomorphology, and which person has a minimum of two (2) years of field experience in classifying soils.

SPECIAL FLOOD HAZARD AREA: An area having special flood, mudslide, or mud flow, or flood related erosion hazards, and which area is shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, M, or E.

SPECIAL MANAGEMENT AREAS: Regulatory floodplains or wetlands.

SPRINKLED: Equipped with an approved automatic sprinkler system.

STAIRWAY: One or more flights of stairs and the necessary landings and platforms connecting them, to form a continuous and uninterrupted passage from one floor level to another in a building or structure.

STORMWATER FACILITY: All ditches, channels, conduits, bridges, culverts, levees, ponds, natural and manmade impoundments, wetlands, tile, swales, sewers or other natural or artificial structures or measures which serve as a means of draining surface and subsurface water from land.

STORY: That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

STORY ABOVE GRADE PLANE: Any story having its finished floor surface entirely above grade plane, or in which the finished surface of the floor next above is either of the following:

1. More than 6 feet (1829 mm) above grade plane.
2. More than 12 feet (3658 mm) above the finished ground level at any point.

STORY, HALF: A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet (3') above the top floor level, and in which space not more than sixty percent (60%) of the floor area is completed for the principal or accessory uses.

STRIKE: A stationary metal plate designed to momentarily depress a moving latch for final secure engagement requiring a separate operation for disengagement.

STRUCTURE: Anything erected, the use of which requires more or less permanent location on the ground; or attached to something having a permanent location on the ground. An advertising or business sign or other advertising device, if detached or projecting, shall be construed to be a separate structure.

SUPPLIED: Installed, furnished, or provided by the owner or operator at his expense.

TEMPORARY HOUSING: Any tent, trailer, or other structure used for human shelter which is not affixed to the ground, to another structure or to any utilities system on the same premises for more than thirty (30) consecutive days.

TOWNHOUSE: A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

TRAILER: Any vehicle or similar portable structure originally designed or converted so as to provide living quarters, storage, business activities or sales.

USE: The purpose or activity for which the land or building thereon is designed, arranged or intended, or for which it is occupied or maintained. (See OCCUPANCY CLASSIFICATION within Section 202 of the adopted edition of the International Fire Code)

USE GROUP: The classification of a building or structure based on the purposes for which the building or structure is designed or used. (See OCCUPANCY CLASSIFICATION within Section 202 of the adopted edition of the International Fire Code)

USED: Used or designed or intended to be used.

VENT SHAFT: A court used only to ventilate or light a water closet, bath, toilet, or utility room or other service room.

VENTILATION: The process of supplying and removing air by natural or mechanical means to or from any space. Mechanical ventilation is ventilation by power-driven devices. Natural ventilation is ventilation by opening to outer air through windows, skylights, doors, louvers or stacks without winddriven devices.

VILLAGE BOARD: The President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois.

WALLS: When used outside of a structure it shall mean an artificially constructed barrier made of masonry materials, including but not limited to brick and poured concrete, resting on or partially buried in the ground and rising above ground level, erected for the purpose of providing protection, facilitating abrupt grade transitions, preventing uncontrolled access, or for decorative purposes, or to screen from viewers in or on adjoining properties and streets the property on which the wall is erected. All exterior screening "walls" must bear directly on a footing or foundation wall. Other types of walls may include, but are not limited to:

- (A) Bearing Walls: A wall which supports any load other than its own weight.
- (B) Cavity Wall: A wall built of masonry units or of plain concrete, or a combination which the inner and outer widths of the wall are tied together with metal ties.
- (C) Curtain Walls: The non-structural exterior wall that protects the building from the elements. It is an exterior "skin" that transfers its own weight and other loads, like wind pressure, to the building's main structure, rather than carrying the building's structural load
- (D) Division Wall: An interior wall which divides a building into the required floor area and shall be constructed as a "fire wall".
- (E) Exterior Or Enclosure Wall: An outside wall or vertical enclosure of a building, other than a party wall.
- (F) Fire Wall: A fire-resistance-rated wall having protected openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof, with sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall.
- (G) Foundation Wall: That portion of an enclosing wall below the first tier of floor joists or beams nearest and above the grade line.
- (H) Panel Wall: An exterior, nonbearing wall in a skeleton structure built between columns or piers and supported at each story.
- (I) Parapet Wall: That portion of a wall which extends above the roof line and bears no load except as it may serve to support a roof structure.
- (J) Party Wall: A wall located on a lot line between adjacent buildings, which is used or adapted for joint service between the two buildings, shall be constructed as a fire wall in accordance with the adopted edition of the International Building Code. Party walls shall be constructed without openings and shall create separate buildings
- (K) Retaining Wall: A wall constructed to support a body of earth or to resist lateral thrust.

WATERSHED: All land area drained by, or contributing to, the same stream, lake, or stormwater facility.

WATERSHED BENEFIT: A decrease in flood elevations and flood damages upstream or downstream of the development site.

WATERSHED PLAN MODEL: A hydrologic and hydraulic model used in developing a watershed plan.

WETLANDS: Areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

WINDOW: A glazed opening, including glazed doors, which open upon a yard, court, or recess from a court, or a vent shaft open and unobstructed to the sky.

WORKMANLIKE: Whenever the words "workmanlike state of maintenance and repair" are used in this chapter, they shall mean that such maintenance and repair shall be made in a reasonably skillful manner.

WRITING: The term shall be construed to include handwriting, typewriting, printing, photo offset or any other form of reproduction in legible symbols or characters.

WRITTEN NOTICE: A notification in writing delivered in person to the individual or to the parties intended or delivered at or sent by certified mail to the last known address the individual or parties intended.

YARD: Areas required on any lot or parcel which are unoccupied and unobstructed from their lowest level upward, except for permitted obstructions as otherwise provided for in this code, and which extend along a lot line and at right angles thereto to a depth or width as specified by the bulk regulations for the district in which the lot or parcel is located. (See adopted edition of the International Building Code)

ZONING: The reservation of certain specified areas within a community or city for buildings and structures, or use of land, for certain purposes with other limitations such as height, lot coverage and other stipulated requirements.

ZONING ORDINANCE: The Zoning Ordinance of the Village of Willowbrook, DuPage County, Illinois. (Ord. 19-0-10, 6-24-2019)

4-2-5: APPLICABILITY, EXEMPTIONS, MORE RESTRICTIVE REGULATIONS:

(A) This chapter shall control all matters concerning the construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures; except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of this chapter.

(B) All buildings and structures, and parts and appurtenances thereof, both existing and hereafter erected or installed shall be so maintained that the occupants and users thereof and others are reasonably safe from the hazards of fire, explosion, collapse, contagion and spread of infectious disease. If found by the building official or his/her designee not so maintained, he may order necessary corrective work, repair, replacement or removal.

(C) No building or structure shall be constructed, extended, repaired, removed or altered in violation of these provisions, except for repairs as defined in subsection (D) of this section and except further that the raising, lowering or moving of a building or structure as a unit necessitated by a change in legal grade or widening of a street shall be permitted, provided the building or structure is not otherwise altered or its use or occupancy changed.

(D) Ordinary repairs to structures may be made without application or notice to the Village, but such repairs shall not include the cutting away of any wall, partition, or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

(E) When the provisions contained in this chapter conflict with any other provisions contained in this Code or in any County, State or Federal Statute, the most restrictive or rigid provisions shall control. (Ord. 19-0-10, 6-24-2019)

4-2-6: STRUCTURES EXISTING ON DATE OF ADOPTION OF CHAPTER, STRUCTURES MOVED INTO VILLAGE:

(A) It shall be unlawful to use or occupy any building or structure, or part thereof, in violation of the provisions of this chapter, except as otherwise provided for in this chapter.

(B) The legal use and occupancy of any structure existing on the date of adoption of this chapter which has been heretofore approved, may be continued without change, except as may be specifically provided for in this chapter.

(C) Alterations or repairs may be made to any structure without requiring the existing structure to comply with all the requirements of this chapter, provided such work conforms to that required of a new structure. Alterations or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.

(D) Alterations or repairs to an existing structure which are nonstructural and do not adversely affect any structural member of any part of the structure having a required fire resistance rating may be made with the same materials of which the structure is constructed.

(E) Buildings or structures undergoing alterations, repairs, or renovations shall comply with the adopted edition of the International Existing Building Code.

(F) Additions and new stories to existing buildings shall comply with the adopted edition of the International Existing Building Code.

(G) Buildings and structures moved into or within the Village shall comply with the provisions of this chapter for new buildings and structures and shall not be used or occupied in whole or in part until the Certificates of Occupancy shall have been issued by the Village. (Ord. 19-0-10, 6-24-2019)

4-2-7: PUBLIC SAFETY, INSURANCE, BONDS:

(A) Insurance: All general contractors who use the streets or other public property shall file with the Village, prior to the issuance of a building permit, a Certificate of Insurance with coverages as follows:

1. Public liability insurance for each person in the sum of one hundred thousand dollars (\$100,000.00) and for each accident in the sum of three hundred thousand dollars (\$300,000.00).
2. Property damage insurance in the amount of fifty thousand dollars (\$50,000.00) limited to not less than ten thousand dollars (\$10,000.00) for each accident.

(B) Occupation Of Streets, Sidewalks And Parkways: Streets, parkways or sidewalks shall not be occupied with building materials prior to the issuance of a building permit unless permission is obtained from the building official of his/her designee. In no event shall public property other than that immediately in front of the lot or land upon which the work is being done be occupied, nor shall more than one-third (1/3) of the streets, from curb line to curb line, be occupied unless permission is obtained from the building official of his/her designee. No materials shall be so placed as to render inaccessible any fire hydrant, valve chamber, manhole or catch basin, or obstruct the gutter or waterway of any street.

(C) Bypass Walk: Before any sidewalk is obstructed by scaffolding or other material, or is removed, a safe hard surfaced temporary bypass walk shall be constructed and maintained. Pedestrians shall be protected from vehicular traffic by a barricade or fence. During overhead construction, pedestrians shall further be protected from falling debris by solid overhead planking.

(D) Barricades Or Fencing Required: Any person, using public property for temporary storage of construction materials shall provide substantial and suitable barricades or fencing and shall provide, place and maintain proper and sufficient amber lights or flares to guard and protect all traffic and passersby.

(E) Damage To Barricading: It shall be unlawful to move, remove, turn off, extinguish, diminish or disturb any light or barricade required by subsection (D) of this section.

(F) Mortar Beds: Mortar beds or boxes shall be so placed and guarded as to protect the clothing of persons passing, and shall not be located upon any street or public way unless enclosed with a tight fence. Mortar beds or boxes shall not be placed upon any public walk, and no mortar shall be mixed upon any pavement surface or sidewalk surface.

(G) Material On Public Property: As soon as construction work is completed, all remaining material shall be promptly removed from public property and the streets and sidewalks shall be cleared and put in the same condition as before the construction work was started. Overnight storage on the streets or sidewalks shall be subject to the specific approval of the building official or his/her designee.

(H) Removal Of Rubbish, Public Property: Rubbish or excavated material which is deposited on the sidewalks or streets shall be removed from day to day, as rapidly as produced. When materials or rubbish causing dust are handled, they must be well wetted

down. The person to whom the permit has been issued is responsible for the removal of all rubbish and debris.

(I) Removal Of Rubbish, Private Property: Rubbish or materials shall not be thrown, dropped or swept from any floor above the ground or from any roof, but shall either be carried or lowered in such a manner as not to cause dust, or a nuisance.

(J) Public Inconvenience: All building operations shall be conducted in a manner that least inconveniences the public and abutting property owners.

(K) Protection Of Passersby: Where during construction an excavation or other hazard exists, the contractor shall provide and maintain a barricade or fence for the protection of passersby.

(L) Protection Of Construction Site: During construction, excavation or when other work-related hazards exist, the contractor shall provide and maintain barricades and fencing around the entire site for the protection of pedestrians throughout the entire construction period.

(M) Construction Site Maintenance: The person to whom the permit has been issued will be required to install on all new construction sites a gravel or other suitable access road to and from the project or construction site prior to the initiation of any excavation work. The location and construction specifications of this access road shall be approved by the Municipal Services Department prior to the initiation of any excavation work.

(N) Portable Toilet Facilities Required: All new construction sites will be required to provide temporary washroom facilities during construction. Said temporary washroom facilities shall be located entirely on the construction site and are not permitted to be located on adjoining private property or within any public right-of-way or easement.

(O) Performance Bond: Prior to the issuance of any building permit (including permits required elsewhere in this Code for work performed in conjunction with the water system of the Village), a cash bond shall be deposited with the Village to indemnify the Village against damage to, secure the proper installation of and/or secure the restoration of any and all public property and/or improvements, including, but not by way of limitation, streets, curbs, sidewalks and/or parkways. Said cash bond shall be in the following amounts:

Type Of Excavation	Bond Amount
Type Of Excavation	Bond Amount
Water tap - short side (single excavation)	\$1,500.00
Water tap - long side (double excavation)	3,000.00
Sanitary tap (single excavation)	1,500.00
Sanitary tap - long side (double excavation)	3,000.00
Water main project (excavation within entire right-of-way)	\$3,500.00 per property fronting the excavation

Sewer main project (excavation within entire right-of-way)	\$3,500.00 per property fronting the excavation
Open cut road crossing (requires trench backfill - 6 inches bituminous aggregate mix (BAM) - 1 1/2 inches bituminous surface)	\$3,500.00
Culvert replacement (for new construction and additions, replacement of damaged culverts)	1,500.00
Right-of-way landscaping (for new construction areas and/or additions)	1,000.00

All installation, repair and/or restoration of public property and/or improvements shall be in accordance with the instructions of and within the time period(s) established by the building official or his/her designee. In the event that installation, repair and/or restoration is not satisfactorily completed as directed by the building official or his/her designee, the Village shall have the right, but not the obligation, to forfeit said cash bond to cause such installation, repair and/or restoration.

(P) Bond Refund: Upon the final completion of all the work under the permit, so much of such deposit as is necessary to reimburse the Village for the repair and/or restoration of the damaged streets, curbs, sidewalks or parkways shall be retained by the Village and the remainder shall be returned to the depositor; provided, however, that nothing herein contained shall preclude the Village from maintaining an action against any person or persons to recover for damage done to any street, sidewalk or parkway.

(Q) Sewer And Plumbing Contractors:

1. Every person, firm or corporation desiring to engage in the business of completing any sewer and/or plumbing installation in the Village shall execute and file with the Village a surety company bond payable to the Village in the penal sum of ten thousand dollars (\$10,000.00), conditioned that the applicant shall faithfully observe all of the ordinances and other regulations of the Village relating to sewer and/or plumbing installations.
2. Each plumbing contractor, and sewer contractor, shall be subject to the insurance requirements previously set forth in subsection (A) of this section.
3. Each plumbing contractor must be licensed in accordance with State Statute.

(R) Electrical Contractors: Every person, firm or corporation desiring to engage in the business of making electrical installations in the Village shall execute and file with the Village a surety company bond, payable to the Village in the penal sum of ten thousand dollars (\$10,000.00) conditioned that the applicant shall faithfully observe all the ordinances and other regulations of the Village relating to electrical installations. All electrical contractors must be licensed in a municipality in Illinois and provide evidence that such registration is in good standing.

(S) Contractors, Existing Violations: The Village shall not be required to issue a building permit to any contractor or subcontractor responsible for existing Code violations until such work has been corrected. (Ord. 19-0-10, 6-24-2019)

4-2-8: APPROVED MATERIALS, MODIFICATIONS:

(A) Construction Method: All materials, equipment and devices approved for use by the provisions of this chapter shall be constructed and installed only in accordance with such approval.

(B) Modifications: Where there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner's authorized agent, provided that the building official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety

(C) Records: The application for modification and the final decision of the Village shall be in writing and shall be officially recorded with the application for the permit in the permanent records of the Municipal Services Department.

(D) Used Materials And Equipment: Materials that are reused shall comply with the requirements of the applicable adopted code for new materials. Used equipment and devices shall not be reused unless approved by the building official.

(E) Alternative materials, design and methods of construction and equipment: The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1. Quality.
 - 2.2. Strength.
 - 2.3. Effectiveness.
 - 2.4. Fire resistance.
 - 2.5. Durability.

2.6. Safety.

Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

(F) Research Reports: Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code or applicable adopted construction code, shall consist of valid research reports from approved sources.

(G) Research Reports: Whenever there is insufficient evidence of compliance with the provisions of the applicable adopted construction code, or evidence that a material or method does not conform to the requirements of the applicable adopted construction code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made without expense to the Village of Willowbrook. Test methods shall be as specified in the applicable construction code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

(H) Review Fees: The costs for all testing, evaluation and expert consultation required by the Village when reviewing an application will be the responsibility of the applicant. In the event that during construction, more testing, evaluation or expert consultation is required, the costs for said testing and consultation will also be the responsibility of the applicant.
(Ord. 19-0-10, 6-24-2019)

4-2-9: BUILDING OFFICIAL, DUTIES AND POWERS:

(A) Authority: It shall be the duty of the building official or his/her designee to see to the enforcement of all the provisions of this chapter and all other regulations relating to building or zoning and to inspect all buildings and structures and parts and appurtenances thereof regulated by this chapter being erected, installed or altered as frequently as may be necessary to ensure compliance with the provisions of this chapter. The building official or his/her designee is hereby authorized and it is his duty to administer and enforce the provisions of this chapter, making such determinations, interpretations, and orders as are necessary therefor, and requiring such plats, plans and other descriptive material in connection with applications for permits as are necessary for him to judge compliance with this chapter.

(B) General: The building official or his/her designee shall enforce all the provisions of this chapter and shall act on any questions relative to the mode or manner of construction and the materials to be used in the erection, addition to, alteration, repair, removal, demolition, installation of service equipment and the location, use, occupancy and maintenance of all buildings and structures.

(C) Inspections: The building official or his/her designee shall make all required inspections, or he/she may accept reports of inspections by other approved agencies or individuals; and all reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. The building official or his/her designee may engage such experts as may be deemed necessary to report upon unusual technical issues that may arise during the course of construction.

(D) Credentials: The building official or his/her designee and authorized representatives shall carry proper credentials for their respective office for the purpose of inspecting any and all buildings and premises in the performance of duties under this chapter.

(E) Rule Making Authority: The building official or his/her designee shall have power as may be necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and regulations, to interpret and implement the provisions of this chapter, to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but such rules shall not have the effect of waiving working stresses or fire resistance requirements specifically provided in this chapter, or violating accepted engineering practice involving public safety.

(F) Records: The building official or his/her designee shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections and notices and orders issued. Such records shall be retained in the official records so long as the building or structure to which they relate remains in existence unless otherwise provided by other regulations. Plans and specifications of houses and accessories structures, except survey plats and building plot plans, may be destroyed after five (5) years. Those parts of plans for other buildings which may be useful for future periodic inspections shall be kept.

(G) Supervision: The building official or his/her designee shall have the power to order all work stopped on construction, installation, alteration or repair of buildings and structures, and parts and appurtenances thereof, regulated by this chapter, in the Village when such work is being done in violation of any provision relating thereto, or in violation of the zoning provisions of this Code. (Ord. 19-0-10, 6-24-2019)

4-2-10: BUILDING PERMITS:

(A) Permit Required: No person shall begin the erection, construction, alteration or repair, demolition or movement of any building or structure in the Village or begin the clearing or excavating of the site of any proposed building or structure, or construct or maintain any driveway in or across any public walk, parkway or curb, without first having applied for and obtained a permit in writing to do so from the Village. All permits will be signed by the building official or his duly appointed assistant or his/her designee.

(B) Application Form: An application for a permit shall be submitted in such form as the building official or his/her designee may prescribe. Such application shall contain the full names and addresses of the applicant and of the property owner, and if the owner is a

corporate body, of its responsible officer. In addition, said application shall be executed by the property owner or his duly authorized agent. The application shall also describe briefly the proposed work and shall give such additional information as may be required by the building official or his/her designee for an intelligent understanding of the work proposed. No plan review may commence prior to the receipt of all required fully completed permit applications.

(C) Plot Required: At the time of applying for a permit, the applicant shall submit to the building official or his/her designee a minimum of four (4) copies of a plat of survey of the lot prepared by an Illinois registered land surveyor, showing the dimensions of the same and the position to be occupied by the proposed building, by the building to be altered or added to, or by the building to be moved thereon, and the position of any other building or buildings that may be on the lot, including swimming pools, decks, patios, sheds, etc., and the dimensions from all lot lines to the existing and proposed structures, and landscaping required by the Zoning Ordinance. Topographical data shall be included showing existing contours at vertical intervals of not less than one foot (1') and the proposed changes in contours and showing the elevation of the proposed foundation to USGS elevation datum.

(D) Plans Required: Plans, drawings, specifications and calculations meeting the architectural, mechanical, structural and electrical requirements of this chapter shall be presented to the building official or his/her designee for his approval before a permit will be granted. Plans shall specifically show design live loads and occupant capacities for all spaces and floors and shall be sealed by an Illinois registered architect or structural engineer as required.

(E) Proof Of Compliance: Permits shall not be issued until satisfactory proof has been submitted verifying that an adequate and approved water supply and sewerage facilities are available; that surface and roof drainage will not damage adjoining properties; that, to maintain the public safety because of the activity on and adjacent to the property, public pedestrian walks and curbs are provided and that access for police and fire equipment is provided on a satisfactory all weather roadway.

(F) Construction Plans: In all construction work for which a permit is required, the approved permit and stamped drawings and plans shall be kept on file at the construction site while the work is in progress. The permit placard shall be posted on the site at all times.

(G) Alteration Of Plans: It shall be unlawful to erase, alter or modify any lines, figures or coloring contained upon drawings or plans bearing the approval stamp of the building official or his/her designee or his duly appointed assistant or filed with him for reference. If during the progress of the execution of such work, it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawing, notice of such intention to alter or deviate shall be given to the building official or his/her designee and an amended plan showing such alteration or deviation shall be submitted and approved before such alteration or deviation shall be made.

(H) Sanitary Sewer Permit Required: A permit issued by either the Flagg Creek Water Reclamation District or the DuPage County Department of Environmental Concerns with respect of those portions of the Village under the jurisdiction of these respective entities will be required prior to the issuance of a building permit for new subdivisions, new planned unit developments, new nonresidential construction, new residential construction, the demolition of any buildings or structures, both single- and multi-family, and projects that involve the expansion of an existing residential or nonresidential building.

(I) Impact Fee Required: Prior to the issuance of a building permit, proof of payment of any and all required impact fees must be provided.

(J) Demolition Of Buildings Or Structures:

1. Before a building or structure may be demolished, the owner or agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, etc. A permit to demolish a building or structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.

2. The plot plan shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain. After the demolition, the premises will be placed in a satisfactory condition, free from all unsafe or hazardous conditions.

3. Before a building or structure may be demolished, the owner or agent shall schedule a "pre-demolition inspection" immediately prior to demolition.

(K) Action On Application/Plan Review: Examination of permit applications and plans will be made within a reasonable time after a complete application is filed. If, after examination, the building official or his/her designee finds no objections to the same and it appears that the proposed work will be in compliance with the laws and ordinances applicable thereto, and the proposed construction or work will be safe, he shall approve such application and issue a permit for the proposed work as soon as practicable. If his examination reveals otherwise, he shall reject such application and notify the applicant of the reasons for said rejection.

(L) Revocation Of Permit: The building official or his/her designee may revoke a permit issued in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based.

(M) Approval Of Permit In Part: Nothing in this chapter shall be construed to prevent the building official or his/her designee from issuing a permit for the construction of part of a building or structure before the entire plans and detailed statements of said building or structure have been submitted or approved, provided adequate information and detailed statements have been submitted for the same and have been found to comply with this chapter. However, the building official or his/her designee are not required to approve a

permit in part if doing so would unduly complicate or necessitate the approval of building systems still under review of the remainder of the building or structure.

(N) Payment Of Fees: A permit shall not be issued until all required fees have been paid.

(O) Compliance With Chapter: The permit shall be a license to proceed with the work and shall not be construed as authority to violate any of the provisions of this chapter, except as stipulated by such modification or variation as specifically approved by the building official or his/her designee.

(P) Compliance With Permit: All work shall conform to the approved application and plans for which the permit has been issued and any approved amendments thereto.

(Q) Compliance With Plot Plan: All new work shall be located strictly in accordance with the approved plot plan. Three (3) copies of a spotted survey, prepared by a registered land surveyor of the State of Illinois, will be required within fourteen (14) days after foundation is placed on the lot. Said spotted survey shall as a minimum include the following information:

1. Exact location and measurements of foundation.
2. Front, rear and side yard measurements.
3. True USGS elevation of top of foundation wall and existing grade of curb, sidewalk, or existing grade of street or roadway.

In addition, the registered land surveyor shall submit a certificate of elevation with respect to the structure or structures depicted on the spotted survey. No construction will be permitted past the decking over the foundation except for water, sewage and related items unless the spotted survey and the certificate of elevation have been filed with and approved by the building official or his/her designee. This requirement may be waived for additions to single-family residential buildings having a floor area of less than five hundred (500) square feet and for accessory structures.

(R) Extension And Expiration Of Building Permit: If after a building permit required by this chapter shall have been granted, if the operation called for by such permit shall not have been started within six (6) months after the date thereof, such permit shall be void and no operation thereunder shall be begun. Where, under authority of a permit, work has begun and has not been prosecuted for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and a Certificate of Occupancy or Certificate of Completion issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The new permit shall only be issued for a period in which to expediently complete the work originally permitted. The completion period of the extended permit shall be approved by the building official or his/her designee. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained. Failure to complete the originally permitted work prior

to the expiration date of the extended permit shall be a violation of this code and punishable in accordance with the provisions of title 1, chapter 4 of this Code. (Ord. 19-0-10, 6-24-2019)

4-2-11: PERMIT FEES:

The permit fees applicable to all development, building or construction within the village shall be those fees and charges as set forth herein.

(A) Building Permit Fees:

1. Single-Family Residential Structures and Multi-Family Townhouse, Condominium Unit, and Apartment Unit:

(a) Building Architectural Plan Examination and review fee (In-House):

(1) Initial: Four hundred fifty dollars (\$450.00)

(2) In situations where the building plans are required to be subjected to additional reviews, an additional examination and review fee of two hundred seventy-five dollars (\$275.00) shall be charged for each additional examination and review.

(b) Grading plan examination and review fee:

(1) Five hundred dollars (\$500.00).

(2) Grading plan examination and review fee: In situations where the grading plan plans are required to be subjected to additional reviews, an additional examination and review fee of two hundred fifty dollars (\$250.00) shall be charged for each additional examination and review.

(c) Building Permit Fee, Residential:

(1) Interior habitable areas, including, but not limited to, all floors including basement, crawl space, attic, etc. All residential building permit fees shall be incorporated within a cubical content fee calculated as follows: Ten cents (\$0.10) per cubic foot.

(2) Exterior roofed over and open areas that are contiguous with the SFR structure, including, but not limited to, porches, entry ways, etc.: All residential building permit fees shall be incorporated within a cubical content fee calculated as follows: Four cents (\$0.04) per cubic foot.

(d) Alterations, remodeling and repairs not requiring architectural plans or detailed drawings: One hundred twenty-five dollar (\$125.00) minimum.

(e) Foundation Only Permit Fee:

(1) A fee of sixty cents (\$0.60) per square foot based on foundation lot coverage dimensions (in conjunction with a new single-family residence building permit).

(2) Plan examination and review fee: Three hundred dollars (\$300.00)

(3) In situations where the 'foundation only' plans are required to be subjected to additional reviews, an additional examination and review fee of one hundred seventy-five dollars (\$175.00) shall be charged for each additional examination and review.

(f) Outside Agency Reviews: The plan review for Single-Family Residential structures, including additions thereto, may be performed by a third party plan review agency. All fees and charges related to the performance of this service shall be borne by the permittee.

(g) Permit Applications: All New Single-Family Residential Structure permit applications shall be accompanied by a cash deposit of one thousand dollars (\$1,000.00).

(h) Should a permit be issued, the deposit shall be credited to the entire building permit fee. Should the Building Official or his/her designee determine not to issue the requested permit, or should the permit not be issued for any other reason, the entire deposit shall be retained by the Village as liquidated damages for the purpose of compensating the Village for costs incurred in the examination and review of the building permit application.

2. Multi-Family/Non-Residential Buildings, Including Parking Garages and Parking Decks:

(a) Permit Applications: All permit applications shall be accompanied by a cash deposit of an amount in accordance with the following table to secure the payment of all costs incurred by the village in processing and reviewing such applications:

Gross Floor Area Of Proposed Structure (In Square Feet):	Required Plan Review Cash Deposit Amount:
(1) 1 to 1000	\$1,000.00
(2) 1,001 to 5,000	\$2,500.00
(3) 5,001 to 20,000	\$5,000.00
(4) 20,001 to 100,000	\$7,500.00
(5) 100,001 to 200,000	\$10,000.00
(6) Over 200,000	\$12,500.00

Should a permit be issued, the deposit shall be credited to the entire building permit fee. Should the Building Official or his/her designee determine not to issue the requested permit, or should the permit not be issued for any other reason, the entire deposit shall be retained by the village as liquidated damages for the purpose of compensating the village for costs incurred in the examination and review of the building permit application.

(b) Multi-Family/Nonresidential Buildings Building plan examination and review fee shall be determined based on the project. Minimum fees apply (In-House):

(Square Feet):	Review Fee:
(1) 1 to 1000	\$750.00
(2) 1,001 to 5,000	\$1,750.00
(3) 5,001 to 20,000	\$3,500.00
(4) 20,001 to 100,000	\$7,000.00
(5) 100,001 to 200,000	\$9,000.00
(6) Over 200,000	\$11,000.00

(c) Additional [In-House] Reviews: In situations where plans are required to be subjected to additional reviews, an additional examination and review fee of one half (1/2) of the amount listed in (A)(2)(b)(1) shall be charged for each additional examination and review.

(d) Outside Agency Reviews: The plan review for multi-family and nonresidential buildings, including additions thereto, may be performed by a third party plan review agency. All fees and charges related to the performance of this service shall be borne by the permittee.

(e) Building Permit Fees, Cubical Content: All Non-Residential building permit fees shall be incorporated within a cubical content fee calculated as follows:

(1) First one hundred thousand (100,000) cubic feet: eleven cents (\$0.11) per cubic foot.

(2) Each cubic foot in excess of one hundred thousand (100,000) cubic feet up to and including two hundred thousand (200,000) cubic feet: \$0.09 per cubic foot.

(3) Each cubic foot in excess of two hundred thousand (200,000) cubic feet up to and including five hundred thousand (500,000) cubic feet: \$0.065 per cubic foot.

(4) Each cubic foot in excess of five hundred thousand (500,000) cubic feet: \$0.045 per cubic foot.

(f) Building Permit Fees, Mechanical Content (where Applicable):

(1) Electrical permit fee add \$0.25 x building permit fee calculated in Section (A)(2)(e).

(2) Plumbing permit fee add \$0.25 x building permit fee calculated in Section (A)(2)(e).

(3) Mechanical permit fee add \$0.25 x building permit fee calculated in Section (A)(2)(e).

(g) Multi-Family Uses: For new construction, a minimum building permit and inspection fee of three thousand dollars (\$3,000.00) shall apply.

(h) Foundation Only Permit:

(1) A fee of eighty cents (\$0.80) per square foot based on foundation lot coverage dimensions (in conjunction with a building permit).

(2) Plan examination and review fee: Four hundred dollars (\$400.00).

(3) In situations where the foundation only plans are required to be subjected to additional reviews, an additional examination and review fee of two hundred dollars (\$200.00) shall be charged for each additional examination and review.

(i) Multi-Family and Non-Residential Uses:

(1) Multi-Family Building Permit fees for common area alterations, conversions, remodeling, structural repairs, Build-Outs, etc., (Whereas a "Certificate of Occupancy" Issued after Final Construction Inspection is Approved by all Parties, shall be charged as follows: shall be charged as follows: Each cubic foot: (\$0.060) per cubic foot

(2) Non-Residential Building Permit fees for Vanilla Boxes (No Build-out Plan(s)): Whereas a "Certificate of Completion" Issued after Final Construction Inspection is Approved by all Parties, shall be charged as follows: Each cubic foot: (\$0.045) per cubic foot.

3. Off Street Parking, Parking Lots and Driveways:

(a) Resurfacing or Reconstruction: The resurfacing or reconstruction of any private roadway, parking area, driveway, etc., or the modification of the surface of any watercourse or ponding area shall require a permit.

(b) Multi-Family and Non-Residential Uses:

(1) Newly Constructed: A permit fee of one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

(2) All permit applications for an existing parking lot overlay or reconstruction shall be accompanied by a proposed striping plan which indicates the size, layout and number of regular and disabled/accessible parking spaces and the location of all required above grade signs designating parking spaces which are reserved for disabled individuals and the indicated fines signage. The fee for such permit shall be in accordance with the following: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

(3) Sealcoating and Restriping Parking Lots: The sealcoating and restriping of any parking area shall require a permit. The fee for such permit shall be two hundred fifty dollars (\$250.00), includes review, inspection, and cert. of completion. The permit application for sealcoating shall be accompanied by a proposed striping plan which indicates the size, layout and number of both regular and disabled accessible/handicapped parking spaces and the location of all required above grade signs designating parking spaces which are reserved for disabled individuals.

(c) Residential (Single Family, Attached and Detached):

(1) Driveways:

(a) Without a Culvert: One hundred fifty dollars (\$150.00), includes review, inspection, and cert. of completion.

(b) With a Culvert: One hundred seventy-five dollars (\$175.00), includes review, inspection, and cert. of completion.

(c) Reserve.

4. Accessory Structures:

(a) In Single-Family Residential, building permit fee:

(1) Sheds: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.

(2) Structures including but not limited to: Detached Garages, Pergolas, Gazebos, Awnings, Canopies, Greenhouses, Outdoor Kitchens, etc.: Two hundred fifty dollars (\$250.00) + review and inspections.

(b) In Non-Residential and Multi-Family, building permit fee:

(1) Per Section 4-2-11(a)(2)

(a) One percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

5. Decks:

(a) Single-Family, Attached/Detached, Multi-Family Townhouse, Condominium Unit, and Apartment Unit: Two hundred fifty dollars (\$250.00), includes review, inspection, and cert. of completion.

(b) Non-Residential: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

6. Miscellaneous Flatwork (Concrete, paver, etc.), Patios, Service Walks, Stoops/Steps, etc.:

(a) Single-Family, Attached/Detached, Multi-Family Townhouse, Condominium Unit, and Apartment Unit: Patios, Walkways, Stoops, etc. (Public or Private/Service): one hundred fifty dollars (\$150.00), includes review, inspection, and cert. of completion.

(b) Non-Residential, Patios, Walkways, Stoops, etc. (Public or Private/Service): one percent (1%) of construction value + review and inspections, minimum two hundred fifty dollars (\$250.00).

7. Private Street Re-Construction:

(a) Single Family Residential: one percent (1%) of construction value + review and inspections, minimum two hundred fifty dollars (\$250.00).

(b) Multi-Family Residential: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

(c) Non- Residential: one percent (1%) of construction value + review and inspections, or minimum of three hundred fifty dollars (\$350.00).

8. Exterior Structural Alterations:

(a) Residential districts: A permit fee of six cents (\$0.06) per cubic foot of cubical content of the area which is the subject of the alteration.

(1) A minimum fee of two hundred fifty dollars (\$250.00) shall apply.

(b) Nonresidential districts: A permit fee of eight cents (\$0.08) per cubic foot of cubical content of the area which is the subject of the alteration.

(1) A minimum fee of five hundred dollars (\$500.00) shall apply.

9. Existing Structure Moving:

(a) Single-Family Residential "House" Moving: One thousand dollars (\$1,000.00) shall apply.

(b) Single-Family Residential "Garage" Moving: One hundred dollars (\$100.00) (New Section) shall apply.

(c) Single-Family Residential "Shed" Moving: Twenty-five dollars (\$25.00) (New Section) shall apply.

10. Fences:

(a) Single-Family Residential Districts (R-1, R-2, R-3): One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.

(b) Multi-Family Districts (R-4 and R-5): one percent (1%) of construction value + review and inspections, or minimum of two hundred fifty dollars (\$250.00).

(c) Non-Residential Districts: one percent (1%) of construction value + review and inspections, or minimum of two hundred fifty dollars (\$250.00).

11. Satellite Earth Stations:

(a) Residential R1-R4 districts: One hundred dollars (\$100.00).

(b) Residential R5 districts: One hundred fifty dollars (\$150.00).

(c) Commercial Districts: Two hundred dollars (\$200.00). (No Change)

12. Personal Communication Services (PCS) Antennas:

- (a) Freestanding Tower Mounted Devices:
 - (1) Residential, Amateur Radio Antenna/Equipment: Two hundred dollars (\$200.00).
 - (2) Non-Residential/Commercial Installations: Four thousand five hundred dollars (\$4,500.00).
- (b) Building Mounted Devices:
 - (1) Residential, Amateur Radio Antenna/Equipment: One hundred fifty dollars (\$150.00).
 - (2) Non-Residential/Commercial Installations: Three thousand seven hundred fifty dollars (\$3,750.00).
- (c) Alterations, modifications, additions to existing PCS equipment:
 - (1) Residential, Amateur Radio Antenna/Equipment: One hundred dollars (\$100.00).
 - (2) Non-Residential/Commercial Installations: Six hundred twenty-five dollars (\$625.00).

13. Swimming Pools:

- (a) Swimming pools, above ground: Three hundred dollars (\$300.00), includes review, inspection, and certificate of compliance.
- (b) Swimming pools, in ground:
 - (1) All Residential Districts: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).
 - (2) Non-Residential Districts: one percent (1%) of construction value + review and inspections, minimum five hundred fifty dollars (\$550.00).
- (c) Mechanical Installations related to a Pool:
 - (1) Electric w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).
 - (2) Electric w/pool (Multi-Family/Non-Residential): One hundred fifty dollars (\$150.00).
 - (3) Plumbing w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).
 - (4) Plumbing w/ pool (Multi-Family/Non-Residential): One hundred fifty dollars (\$150.00).
 - (5) Fuel Gas w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).

(6) Fuel Gas w/pool (Multi-Family/Non-Residential): One hundred fifty dollars \$150.00.

(d) Temporary Inflatable Pool: Fifty dollars (\$50.00).

14. Roof Fees:

(a) All permit applications shall be accompanied by an affidavit indicating the exact number of roofing layers that are currently on the residence. Alternately, the proposal can indicate "Tear-off All Existing".

(b) Roof Fees:

(1) Single-Family Residential (Detached/Attached), per residence: one percent (1%) of construction value, minimum one hundred fifty dollars (\$150.00).

(2) Single-Family Residential, Accessory Structure: Twenty-five dollars (\$25.00).

(3) Multi-Family Residential: One percent (1%) of construction value + review and inspections, or minimum of three hundred fifty dollars (\$350.00).

(4) Non-Residential: One percent (1%) of construction value + review and inspections, or minimum of three hundred fifty dollars (\$350.00).

15. Remove and Replace Fenestration (windows, doors, skylights, etc.) Fees:

(a) Single-Family Residential (Detached/Attached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:

(1) One percent (1%) of construction value, includes review, inspection, and cert. of completion, minimum one hundred fifty dollars (\$150.00).

(b) Multi-Family Residential Common Area:

(1) One (1) to ten (10) openings: one percent (1%) of construction value + review and inspections, or minimum of two hundred fifty dollars \$250.00.

(2) Eleven (11) or more openings: one percent (1%) of construction value + review and inspections, or minimum of three hundred fifty dollars (\$350.00).

(c) Non-Residential:

(1) One (1) to ten (10) openings: one percent (1%) of construction value + review and inspections, or minimum of two hundred fifty dollars (\$250.00).

(2) Eleven (11) or more openings: one percent (1%) of construction value + review and inspections, or minimum of three hundred fifty dollars (\$350.00).

16. Plus, all applicable Review and Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(B) Plumbing Permit Fees:

1. Residential; Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:
 - (a) Fourteen dollars (\$14.00) per fixture.
 - (b) One hundred twenty-five dollars (\$125.00) minimum.
2. Non-Residential, Multi-Family (Building/Common Area):
 - (a) Twenty-four dollars (\$24.00) per fixture.
 - (b) Two hundred fifty dollars (\$250.00) minimum.
3. Minor Plumbing Alterations:
 - (a) Residential: Seventy-five dollars (\$75.00).
 - (b) Commercial: One hundred twenty-five dollars (\$125.00)
4. Lawn Sprinkling Systems:
 - (a) Residential: Two hundred dollars (\$200.00), includes review, inspection, and cert. of completion.
 - (b) Multi-Family Residential: one percent (1%) of construction value + review and inspections, or minimum of five hundred dollars (\$500.00).
 - (c) Non-Residential: one percent (1%) of construction value + review and inspections, or minimum of five hundred dollars (\$500.00).
5. Water Heater/Boiler, New, Each:
 - (a) Residential; Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit: One hundred fifty dollars (\$150.00) Includes review, inspection, and cert. of completion.
 - (b) Non-Residential/Multi-Family Building/Common Area: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).
6. Water Heater/Boiler, Replacement, Each:
 - (a) Residential Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit: One hundred fifty dollars (\$150.00), includes review, inspection, and cert. of completion.
 - (b) Non-Residential/Multi-Family Building/Common Area: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).
7. Water Service Connection (Per Building, each) Fee: See Section 6-8-2 for applicable fee schedule.

8. Water Service Disconnection (Per Building, each):

- (a) Residential, Single-family attached/detached: One hundred twenty-five dollars (\$125.00).
- (b) Multi-Family Residential: One hundred fifty dollars (\$150.00)
- (c) Commercial: Two hundred dollars (\$200.00)

9. Plus, all applicable Review and Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(C) Electrical Permit Fees:

- 1. Residential (Single-Family, Duplex, Townhouse, Condominium (per unit))
 - (a) New Service:
 - (1) Each two hundred amperes (200 Amps): One hundred seventy-five dollars (\$175.00).
 - (2) Plus twelve dollars (\$12.00) per Circuit.
 - (3) Plus seventeen dollars (\$17.00) per Motor/Fan.
 - (b) Existing Service Upgrade:
 - (1) From under two hundred amperes (200 Amps) up to two hundred (200 Amps): One hundred dollars (\$100.00).
 - (2) From two hundred amperes (200 Amps) up to four hundred amperes (400 Amps): One hundred twenty-five dollars (\$125.00).
 - (3) From under two hundred amperes (200 Amps) up to four hundred amperes (400 Amps): One hundred fifty dollars (\$150.00).
 - (c) Remodels, Alterations, etc.:
 - (1) Minimum Fee: One hundred twenty-five dollars (\$125.00).
- 2. Commercial, Multi-Family Residential:
 - (a) New Service:
 - (1) Each two hundred amperes (200 Amps) Amp, up to one thousand amperes (1,000 Amps): Two hundred fifty dollars (\$250.00).
 - (2) Excess Services: Fees for services in excess of one thousand (1,000) amperes shall be computed on the basis of the rating of the service disconnects installed prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

- (3) Plus eighteen dollars (\$18.00) per Circuit.
- (4) Plus twenty dollars (\$20.00) per Motor/Fan.
- (b) Existing Service Upgrade
 - (1) Each 200 Amps: One hundred seventy-five dollars (\$175.00).
 - (2) Plus eighteen dollars (\$18.00) per Circuit.
 - (c) Remodels, Alterations, Build-Outs, etc. (Non-Residential and Multi-Family Common Area): Minimum Fee: Two hundred fifty dollars (\$250.00).

3. Back-up Generators:

- (a) Residential: One hundred twenty-five dollars (\$125.00).
- (b) Commercial: Two hundred fifty dollars (\$250.00).

4. Electric Vehicle Charging Stations:

- (a) Residential/Multi-Family: One hundred twenty-five dollars (\$125.00).
- (b) Non-Residential:
 - (1) Per Charging Post: One hundred twenty-five dollars (\$125.00).

5. Temporary Electrical Services:

- (a) Residential: Seventy-five dollars (\$75.00).
- (b) Commercial: One hundred twenty-five dollars (\$125.00).

6. Low Voltage Electrical Systems: Fee for the installation of low voltage electrical systems, including but not limited to, burglar alarms, fire alarms, camera, computer systems shall be:

- (a) Residential (Single-Family, Duplex, Townhouse, Condominium (per unit): Sixty dollars (\$60.00).
- (b) Multi-Family Residential, Common Area: Seventy-five dollars (\$75.00).
- (c) Commercial:
 - (1) Single Condominium Unit: One hundred dollars (\$100.00).
 - (2) Entire Building and/or Common Areas: One hundred twenty-five dollars (\$125.00).

7. Solar Photovoltaic Systems:

- (a) Residential (Single-Family, Duplex, Townhouse, Condominium (per unit): Fifty dollars (\$50.00).

(b) Multi-Family Residential - Common Area: One Hundred fifty dollars (\$150.00).

(c) Commercial, Multi-Family Residential - Common Area: Two-Hundred fifty dollars (\$250.00).

8. Plus, all applicable Review and Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(D) Heating, Ventilation, Air Conditioning (HVAC) Permit Fees:

1. Residential; Single-Family, (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:

(a) Each Air conditioner condenser unit: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.

(b) Each forced air furnace/boiler unit: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.

2. Non-Residential Tenant Unit:

(a) Each Air conditioner condenser: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

(b) Each forced air furnace/boiler: one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

3. Non-Residential/Multi-Family (Building/Common Area):

(a) Each Roof Top Unit (RTU): one percent (1%) of construction value + review and inspections, minimum three hundred fifty dollars (\$350.00).

4. Plus, all applicable Review and Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(E) Sign Permit Fees: The fee to be charged for permits issued for the erection, construction or alteration of any sign, or advertising structure, marquee, canopy or awning, as defined in this subsection:

1. Non-Illuminated Signs:

(a) Flat fee, per sign: Ninety dollars (\$90.00).

(b) Plus, one dollar seventy-five cents (\$1.75) per square foot of gross surface area of each face thereof.

2. Illuminated Signs:

(a) Flat fee, per sign: One hundred seventy-five dollars (\$175.00).

(b) Plus, six dollars (\$6.00) per square foot of gross surface area of each face thereof.

3. Marquees, Canopies and Awnings:

- (a) Flat fee, per sign: Ninety dollars (\$90.00).
- (b) Plus, one dollar and seventy-five cents (\$1.75) per square foot of gross surface area of each face thereof.

4. Existing Freestanding Sign Panel Change:

- (a) Non-Illuminated:
 - (1) Flat fee, per sign: Fifty dollars (\$50.00).
 - (2) Plus, fifty cents (\$0.50) per square foot of gross surface area of each face thereof.
- (3) Illuminated:
 - (4) Flat fee, per sign: Seventy-five dollars (\$75.00).
 - (5) Plus, one dollar fifty cents (\$1.50) per square foot of gross surface area of each face thereof.

5. Temporary Signs, as regulated under the provisions of the Zoning Ordinance: Sixty dollars (\$60.00) per each two (2) week period, (eight (8) weeks maximum per calendar year).

6. Plus, all applicable Review Fees:

- (a) Building Mounted: Ninety dollars (\$90.00).
- (b) Free-Standing: One hundred eighty dollars (\$180.00).
- (c) Temporary, per application: Twenty-five dollars (\$25.00).
- (d) Each subsequent re-review fee shall be fifty percent (50%) of the initial review.

7. Plus, all applicable Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(F) Conveyance Systems Permit Fees:

1. Review fee:
 - (a) Five (5) floors or less: Four hundred fifty dollars (\$450.00).
 - (b) Over five (5) floors: Six hundred dollars (\$600.00).
2. Initial Inspection/Re-Inspection fees, newly Installed:
 - (a) Initial (immediately after installation) one hundred fifty dollars (\$150.00).
 - (b) Re-Inspection, each: One hundred dollars (\$100.00).
3. Elevator, Escalators, Lifts (moves personnel):
 - (a) Five (5) floors or less: Five hundred dollars (\$500.00).

- (b) Each additional floor over five (5): One hundred dollars (\$100.00).
- (c) Hand operated, five (5) floors or less: One hundred fifty dollars (\$150.00).
- (d) Semiannual Inspection (per conveyance):
 - (1) First: One hundred seventy-five dollars (\$175.00).
 - (2) Re-inspection: One hundred seventy-five dollars (\$175.00), per re-inspection.

4. Dumbwaiter, conveyor, miscellaneous conveyance system fees (moves material):

- (a) Five (5) floors or less: Five hundred dollars (\$500.00).
- (b) Each additional floor over five (5): Fifty dollars (\$50.00).
- (c) Hand operated, five (5) floors or less: Forty dollars (\$40.00).
- (d) Semiannual Inspection (per conveyance):
 - (1) First: One hundred twenty-five dollars (\$125.00).
 - (2) Re-inspection: One hundred dollars (\$100.00), per re-inspection.

5. Modernization, modification: One hundred fifty dollars (\$150.00).

6. Plus, all applicable Review and Inspection Fees: One hundred dollars (\$100.00) minimum unless otherwise included above.

(G) Miscellaneous Permit Fees:

1. Final Inspections for "Certificate of Occupancy" (CO):
 - (a) Single-Family Residential:
 - (1) Architectural (Construction Final): Two hundred dollars (\$200.00).
 - (2) Civil Engineering (As-Built/Final Topography Review and Site Visit): One hundred seventy-five dollars (\$175.00).
 - (b) Multi-Family Architectural (Construction Final): One hundred dollars (\$100.00) Per dwelling unit.
 - (c) Commercial/Nonresidential:
 - (1) Architectural (Construction Final):
 - (d) Individual Unit/Tenant Build-out: Two hundred dollars (\$200.00).
 - (e) New Building: Three hundred dollars (\$300.00).
 - (1) Civil Engineering (As-Built/Final Topography Review and Site Visit): Two hundred fifty dollars (\$250.00).
2. Commercial Re-Occupancy Final Inspection for Certificate of Occupancy (CO):

(a) Equal to or under one thousand (1,000) square feet: Two hundred dollars (\$200.00).

(b) Over one thousand (1,000) square feet: Two hundred fifty dollars (\$250.00).

3. Final Inspections for Certificate of Completion (CC) (including but not limited to: remodel, rehab, flatwork, windows, accessory structures, fences, etc.):

(a) Single-family Residential and Multi Family Residential (Condo Unit): Forty dollars (\$40.00).

(b) Commercial/Nonresidential and Multi Family Res. (Common Area): Sixty dollars (\$60.00).

4. Temporary Occupancy Permits (TCO), fee per certificate issuance (predetermined time limits will apply, one-month term typical, six (6) months maximum (weather based)):

(a) Residential, Per Dwelling Unit: One hundred twenty-five dollars (\$125.00).

(b) Nonresidential: Two hundred fifty dollars (\$250.00).

(c) It shall be the Temporary Occupancy Permit holder's responsibility to renew permit prior to expiration.

5. Operational Permit Inspections:

(a) Annual Inspection: One hundred dollars (\$100.00).

(b) Re-inspection: Seventy-five dollars (\$75.00), per re-inspection.

6. National Pollutant Discharge Elimination System (NPDES) Inspections:

(a) Two hundred fifty dollars (\$250.00) each.

(b) Inspections may be performed by a third party agency. All fees and charges related to the performance of this service shall be borne by the permittee.

7. Reinspection Fees:

(a) If an inspection is scheduled and the Inspector determines that the job has not progressed to a point where an Inspection can be made properly and is deemed "Not Approved", or access is not possible to perform the inspection, a one hundred dollar (\$100.00) reinspection fee, per discipline (including but not limited to: Rough/Final, Building/Framing, Electrical, Plumbing, Civil Engineering, Right-of-Way, Water, etc.), will be charged. No further inspections shall be made until such time as the reinspection fee has been paid.

(b) It shall be the "Permit Holder's" responsibility to pay all outstanding fees prior to the rescheduling of all subsequent inspections.

8. Work without benefit of a Permit:

(a) A penalty fee in the amount of two (2) times the regularly established permit fee plus up to ten percent (10%) of the value of the construction project for which the permit is being applied shall be assessed in all cases where construction has commenced prior to the issuance of a building permit. The determination by the Director of Community Development as to whether the construction has commenced prior to the issuance of the permit and the value of the construction involved shall be deemed final. The minimum penalty fee shall be not less than:

(b) Residential districts: Two hundred fifty dollars (\$250.00).

(c) Non-Residential districts, Commercial projects associated with Multifamily Residential properties: Seven hundred fifty dollars (\$750.00).

(d) Up to ten percent (10%) of the construction value, as determined by the Director of Community Development.

9. Change of Contractor: There shall be a charge of thirty-five dollars (\$35.00), along with the resubmittal of all necessary applications, bonds, and certificates, etc. for approval whenever a contractor is changed after the building permit has been issued.

10. Demolition/Wrecking:

(a) Residential:

(1) Principal Dwellings: One thousand five hundred dollars (\$1,500.00).

(2) Detached Garage Structures: One hundred seventy-five dollars (\$175.00).

(3) Other Accessory Structures: Fifty dollars (\$50.00).

(b) Non-Residential/Multi-Family:

(1) Principal Structures: Three thousand dollars (\$3,000.00).

(2) Detached Garage Structures: One hundred seventy-five dollars (\$175.00).

(3) Other Accessory Structures: Fifty dollars (\$50.00).

(c) Interior Demolition:

(1) Residential districts: Three hundred dollars (\$300.00), in conjunction with a building permit.

(2) Non-Residential districts: Six hundred dollars (\$600.00), in conjunction with a building permit.

(d) In-Ground Pools:

(1) Residential districts: One hundred dollars (\$100.00).

(2) Non-Residential districts: One hundred fifty dollars (\$150.00).

(e) Underground storage tanks/vessels (Not gasoline/service station related):

(1) Residential districts: One hundred dollars (\$100.00).

(2) Non-Residential districts: One hundred fifty dollars (\$150.00).

11. Accessory Structure/Temp Use (Commercial/Nonresidential) Review Fee:

(a) Outdoor sales/tents, etc.: One hundred fifty dollars (\$150.00).

(b) Outdoor seating, per year: Fifty dollars (\$50.00).

12. Foundation Stabilization:

(a) Residential districts: One hundred dollars (\$100.00).

(b) Non-Residential districts: One hundred fifty dollars (\$150.00).

13. Grading/Fill Permits:

(a) Residential districts: One hundred dollars (\$100.00).

(b) Non-Residential districts: One hundred fifty dollars (\$150.00).

(c) Pond/Stream Bank Stabilization: One hundred dollars (\$100.00).

14. Minimum Permit Fee for any Permit (Not Otherwise Specified Above):

(a) Residential districts, Attached/Detached (Townhouses, Duplexes, Condo Unit): One hundred twenty-five dollars (\$125.00).

(b) Residential districts, Including Multi-Family Residential Common Areas: Two hundred fifty dollars (\$250.00).

(c) Non-Residential districts: Two hundred fifty dollars (\$250.00).

15. Construction Water:

(a) Residential: Two hundred dollars (\$200.00).

(b) Commercial: Three hundred dollars (\$300.00).

16. Water Tap Final Inspection:

(a) Residential:

(1) Initial: One hundred twenty-five dollars (\$125.00).

(2) Re-inspection: Seventy-five dollars (\$75.00).

(b) Commercial/Non-Residential:

(1) Initial: Two hundred fifty dollars (\$250.00).

(2) Re-inspection: One hundred fifty dollars (\$150.00).

17. Public Right-of-Way and/or Easement Work: One hundred twenty-five dollars (\$125.00).

18. Photometric Plan review:

- (a) Residential: One hundred dollars (\$100.00).
- (b) Commercial: One hundred fifty dollars (\$150.00).

19. Site Development Plans:

(a) An examination and review fee for the following categories of plans to be determined as follows:

(1) Site Plans:

- a. Six hundred dollars (\$600.00) per acre.
- b. With a minimum fee of one thousand two hundred fifty dollars (\$1,250.00).

(2) Landscape Plans, Including Tree Preservation Plans, Screening Plans, Etc.:

- a. Six hundred dollars (\$600.00) per acre.
- b. With a minimum fee of one thousand two hundred fifty dollars (\$1,250.00).

(3) Photometric Plans, Including Site Lighting Plans:

- a. Three hundred dollars (\$300.00) per acre.
- b. With a minimum fee of six hundred dollars (\$600.00).

(4) Grading Plans, Not Including the Installation of Utilities or Any Other Site Improvements:

- a. Three hundred dollars (\$300.00) per acre.
- b. With a minimum fee of six hundred dollars (\$600.00) per acre.

(5) Utility Extension Plans, Including Water Mains, Sanitary Sewers or Storm Sewers:

- a. Two dollars and fifty cents (\$2.50) per lineal foot of pipe.
- b. With a minimum fee of six hundred dollars (\$600.00).

(6) Site Engineering Plans:

- a. One thousand two hundred fifty dollars (\$1,250.00) per acre.
- b. With a minimum fee of two thousand five hundred dollars (\$2,500.00).
- c. Second and subsequent plan reviews shall be assessed based upon fifty percent (50%) of the initial fee.

d. All site development plan review submittals shall be accompanied by a fee calculated under the assumption that two (2) reviews will be performed.

20. Commercial Underground Gasoline Pumps:

- (a) Install New U/G Tanks, Per tank: Six hundred dollars (\$600.00).
- (b) Install New Gasoline Disp. Pumps, per: Three hundred dollars (\$300.00).
- (c) Alterations to Existing Gasoline Disp. Pumps, per: Two hundred dollars (\$200.00).
- (d) Alterations to Existing Gasoline Disp. Pump Base, per Island: Two hundred dollars (\$200.00).
- (e) Alteration or replacement of underground gasoline pump lines: Two hundred fifty dollars (\$250.00).
- (f) Removal and Replacement of Existing U/G Tanks: Two thousand dollars (\$2,000.00).
- (g) Removal of U/G Tanks, per: Three hundred dollars (\$300.00).

21. Plus, all Applicable Bonds (See Section 4-2-7 for Fees Schedule).

22. Plus, all applicable Review and Inspection Fees, one hundred dollar (\$100.00) minimum unless otherwise included above. (Ord. 19-0-14, 8-12-2019; amd. Ord. 23-0-35, 12-18-2023)

4-2-12: INSPECTIONS:

(A) Preliminary Inspection: Before issuing a permit, the building official or his/her designee may examine or cause to be examined all buildings, structures and sites for which an application has been filed for a permit to construct, enlarge, alter, repair, remove or demolish.

(B) Required Inspections:

1. Inspections required under the provisions of this chapter shall be made by the building official or his/her designee. If an inspection has been scheduled and, in the opinion of the inspector, after arrival on the inspection site, the job is not ready or has not progressed to a point where an inspection can be made properly or proper access has not been provided to perform the inspection, a reinspection fee may be charged. No further inspections shall be made until such time as the reinspection fee has been paid.

2. Owner or contractor is required to contact the Municipal Services Department, Building and Zoning Division, Building Department a minimum of forty-eight (48) hours in advance to schedule the following required construction inspections:

- (a) Silt And Construction Fence: The proper installation of the required erosion control and construction fencing.

(b) (Pre)Demolition: Before any building or structure may be demolished, the owner or agent shall schedule a "pre- demolition inspection" immediately prior to demolition.

(c) Footing, Pre-Pour Concrete: Before concrete is poured and after footing excavation has been completed, and after forms are set in place and the access drive and culvert is installed. A written soil report by a licensed geotechnical engineer is required prior to or at the time of this inspection.

(d) Foundation Wall, Pre-Pour Concrete: Prior to the pouring of concrete and after forms are set in place.

(e) Backfill: Before backfilling and after footing drain tile and gravel has been placed, window wells are in place and secured and walls have been dampproofed and waterproofed.

(f) Water Connection:

(1) Commercial:

A. Fire Suppression System Piping: After installation of the fire suppression system service pipe that leads to the building, before the trench is backfilled.

B. Through Wall B-Box/Shutoff Piping: After the through wall B-box/shutoff is installed (to verify assembly is "keyable" by Village staff and the location on the utility easement is accurate), prior to the final water service final inspection.

(2) Residential: After connecting water service piping, before water service trench backfill and after installation of water service pipe on the house side of the curb cock.

(g) Underground/Slab, Plumbing: After under slab plumbing is installed and before concrete floor slabs are poured. Please note that this inspection includes a "Stack Test" of all installed underground piping.

(h) Underground/Slab, Electric: After under slab electric is installed and before concrete floor slabs are poured.

(i) Pre-Pour Concrete Slab (Flatwork), Stone Base: Before any concrete flatwork; floor slabs, garage slab, driveway, service walks, walkways, patios, stoops, steps, etc., are poured and after insulation and vapor barriers and applicable reinforcing are installed and, if applicable, all underground mechanical inspections have been approved.

(j) Pre-Pour Asphalt Slab, Stone Base: Before any asphalt driveway is poured and, if applicable, all underground mechanical inspections have been approved.

(k) Permeable Paver Stone Sub-Base:

(1) After area is excavated, but prior to the placement of any additional materials (i.e., fabric, open graded stone, leveling stone cap stone, pavers bricks, etc.)

(2) After fabric, open graded stone, leveling stone cap stone are installed, but prior to the placing of pavers bricks.

(l) Dry Well (Residential Onsite Stormwater Storage): After area is excavated, and all applicable underground piping is in place; but prior to the placement of any additional materials (i.e., fabric, open graded stone, leveling stone cap stone, top soil, etc.)

(m) Rough Plumbing: Before any insulation, vapor barrier or wall finish is applied and after the rough plumbing is completed.

(n) Rough Electrical: Before any insulation, vapor barrier or wall finish is applied and after the rough electrical is completed.

(o) Rough Mechanical (HVAC): Before any insulation, vapor barrier or wall finish is applied and after the rough mechanical is completed.

(p) Rough Framing: Before any insulation, vapor barrier or wall finish is applied and after the framing is completed and all wall utilities are installed and inspected.

(q) Commercial Type I Hood: Drop light test, prior to wrapping of duct insulation.

(r) Fireplace Firebox/Flue: Before a flue is constructed on any given floor.

(s) Fireplace, Pre-Fabricated: Prior to drywalling any surface surrounding the fireplace.

(t) Electrical Service: After electrical service (exterior pedestal, service panel, associated piping, grounding equipment, etc.) is roughed in, prior to the time the electrical service is to be energized or re-energized by the applicable utility company.

(u) Insulation: Before any interior wall finish is applied and after insulation, vapor barriers and firestopping are completed.

(v) Above Ceiling Inspection: Prior to placement of suspended, or permanent, ceiling panels/materials.

(w) Well/Septic:

(1) Septic systems: Before any backfilling and after the septic tank and seepage system have been installed.

(2) Well locations: Before drilling well.

(3) Well final: After well pump is installed and connected.

(x) Final inspections:

(1) Final plumbing.

(2) Final electric.

(3) Final mechanical (HVAC).

(4) Final water service (Village meter reader install).

(5) Final right-of-way.

(6) Final engineering. (The submittal of an As-Built Topographical Survey shall be required to be submitted prior to the scheduling of this inspection.)

(7) (Residential) construction final: After all work is completed and building is ready for issuance of a "Certificate of Occupancy" or "Certificate of Completion". (If a Temporary Certificate of Occupancy (TCO) is issued, TCO fees apply.)

(8) (Commercial) construction final, vanilla box: After all work is completed and building and/or unit/space is ready for issuance of a "Certificate of Completion".

(9) (Commercial) construction final to stock and train: After all work is completed and building is ready for issuance of a Temporary Certificate of Occupancy (TCO).

(10) (Commercial) construction final to open for business: After all work is completed and building is ready for issuance of a "Certificate of Occupancy" or "Certificate of Completion". (If a Temporary Certificate of Occupancy (TCO) is issued, TCO fees apply.)

(11) (Commercial) sign final: After all work is completed and prior to the sign being put into service.

(12) Commercial and residential: If applicable, all other jurisdiction's final inspection approval is required (e.g., Tri-State Fire Protection District, Pleasantview Fire Protection District, DuPage County Health Department, Applicable Sanitary System, etc.).

(13) The Village reserves the right to add any inspections as it seems fit.

3. No work shall be done which will cover or obstruct from view construction work, scheduled for inspection, which is not yet approved by the building official or his/her designee.

4. As each state or item of construction is approved, the approval shall be recorded by the inspector at the Village offices, thereby authorizing the continuation of the project.

(C) Approved Inspection Agencies: The building official or his/her designee may accept reports of approved inspection agencies at his discretion.

(D) Plant Inspection: When required by the provisions of this chapter or by the approved rules of the building official or his/her designee materials or assemblies shall be inspected at the point of manufacture or fabrication in accordance with subsection (E) of this section.

(E) Inspection Reports: All inspection reports shall be in writing and shall be certified by the approved inspection agency or its authorized agent when expert inspection services are accepted. An identifying label or stamp permanently affixed to the product indicating that factory inspection has been made shall be accepted in lieu of the aforesaid inspection report in writing if the intent or meaning of such identifying label or stamp is properly substantiated.

(F) Final Inspection: Upon completion of the building or structure, and before issuance of the Certificate of Use and Occupancy, a final inspection shall be made. All violations of

the approved plans and permit shall be noted and the holder of the permit notified of the discrepancies.

(G) Commercial Re-Occupancy: Upon the change of occupancy of any given commercial property, the owner and/or tenant shall be responsible to obtain a re-occupancy permit and furthermore obtain an approved re-occupancy inspection prior to the opening of the business. If applicable, all other jurisdictions' final inspection approval is required (e.g., Tri-State Fire Protection District, Pleasantview Fire Protection District, DuPage County Health Department, applicable sanitary system, etc.).

(H) Right Of Entry: In the discharge of duties, the building official or his/her designee shall have the authority to enter at any reasonable hour any building, structure or premises in the jurisdiction to enforce the provisions of this chapter. (Ord. 19-0-10, 6-24-2019)

4-2-13: STOP WORK ORDERS:

(A) Authority: The building official or his/her designee shall have the power to order all work stopped on construction, installation, alteration or repair of buildings and structures, and parts and appurtenances thereof, regulated by this chapter, in the Village when such work is being done in violation of any provision relating thereto, or in violation of the zoning provisions of this Code, or when such work is being performed in an unsafe and dangerous manner. Work shall not be resumed after the issuance of such an order except on the written permission of the Director; provided, that if the stop work order is an oral one, it shall be followed by a written stop order within twenty four (24) hours. Such written stop work order may be served by any police officer or by the building official or his/her designee.

(B) Unlawful Continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than seventy five dollars (\$75.00) or more than seven hundred fifty dollars (\$750.00). (Ord. 19-0-10, 6-24-2019)

4-2-14: CERTIFICATES AND INSPECTIONS:

(A) Occupancy Permits: No structures or additions thereto constructed, moved, remodeled or reconstructed after the effective date of this chapter shall be occupied and used for any purpose, and no land vacant on the effective date of this chapter shall be used for any other use, unless an occupancy permit shall first have been obtained from the Village certifying that the proposed use or occupancy complies with all provisions of this chapter.

1. Application For Occupancy Permit: Every application for a building permit shall be deemed an application for an occupancy permit. Every application for an occupancy permit for a new or changed use of land or structures where no building permit is required shall

be filed with the building official or his/her designee and be in such a form and contain such information as the building official or his/her designee shall provide by general rule.

2. Application For Occupancy Permits For Industrial Uses: All applications for an occupancy permit for any use to be located in an Industrial District, whether or not a building permit is required, shall be accompanied by sufficient information to enable the building official or his/her designee to determine that all the applicable performance standards of title 9, chapter 9 of this Code can and will be complied with at all times.

3. Issuance Of Occupancy Permit: No occupancy permit for a structure or addition thereto constructed, moved, remodeled or reconstructed after the effective date of this chapter shall be issued until such work has been completed, including off street parking spaces and site landscaping, and the premises having been inspected by the building official or his/her designee and determined to be in full compliance with the plans and specifications upon which the issuance of the building permit was based. No occupancy permit for a new use of any structure or land shall be issued until the premises have been inspected by the building official or his/her designee and determined to be in full and complete compliance with all the applicable regulations for the zoning district in which it is located. Pending the issuance of a permanent occupancy permit, a temporary occupancy permit may be issued to be valid for a period of time not to exceed six (6) months from its date of issuance pending the completion of any addition or partial occupancy of the premises. A cash bond in an amount equal to one hundred fifty percent (150%) of the Village's estimate of completion costs and an executed cash deposit agreement in a form acceptable to the building official or his/her designee shall be submitted with any application for a temporary occupancy certificate. A Temporary Occupancy Certificate shall contain such conditions as the Village deems appropriate. In the event that any construction or building as to which a temporary occupancy permit has been issued has not been fully completed so as to comply with all applicable Village ordinances at the end of the six (6) month period, the building official or his/her designee may cause said premises to be vacated and to remain vacated until full compliance with all applicable ordinances of the Village has been obtained. An occupancy permit shall be issued or written notice shall be given to the applicant stating the reasons why a certificate cannot be issued within twenty one (21) days after the receipt of an application therefor; or after the building official or his/her designee is notified in writing that the structure or premises are ready for occupancy. All Certificate of Occupancy permits shall be executed by the building official and the Village Administrator; or in the absence of the building official and/or the Village Administrator, his/her designee(s).

The building official or his/her designee shall be free to note any deficiency in the plans, specifications or construction of improvements for which building permits are required hereunder, irrespective of whether plans and/or specifications have been approved and regardless of whether building or occupancy permits have been issued.

(B) Yielding Of Occupancy By Contractor: A contractor shall not yield occupancy of a building to the owner or tenant, nor shall the builder or owner yield occupancy to a tenant until a certificate of occupancy has been issued by the Village and posted on the premises.

(C) Reinspection: If a building or any part thereof fails approval in its final inspection, the violations of this chapter or other ordinances shall be corrected by the contractor and notice given the Village that the building is ready for reinspection. When the Village finds that the building is substantially completed after one or more reinspections, it shall issue a Certificate of Occupancy.

(D) Supplemental Requirements: Notwithstanding any provision contained within this chapter to the contrary, the following improvements and supplemental documentation shall be required prior to the issuance of a final occupancy certificate:

1. All fees and charges due and payable to the Village shall be remitted.
2. The water meter and raceway (conduit) for the remote water meter reader shall be installed and in service.
3. The buffalo box (water shutoff) shall be adjusted to grade, accessible and operable.
4. All public and private sidewalks on and adjacent to the lot shall be completed.
5. Driveway and approach paving shall be completed.
6. Any replacement or repair to damaged curbs and gutters, streets, sidewalk, driveway and street lighting shall be completed.
7. All final grading within the lot and parkway areas shall be completed and a final topographical survey shall be submitted indicating that all grading does not deviate by more than plus or minus two inches ($\pm 2"$) from the approved subdivision or site grading plan and that all overland stormwater flow conforms with said grading plan.
8. All required yards and parkway areas shall be sodded or seeded established, i.e., substantial germination.
9. Trees of an approved species shall be planted in all parkway areas. The species, number and spacing of such trees shall be in conformance with the regulations set forth in the Willowbrook subdivision regulations.
10. All other required landscaping shall be installed.
11. Address numbers shall be affixed to the building, and if applicable to all dwelling units.
12. A final plot plan shall be submitted showing all final as built dimensions of all buildings and/or structures erected.
13. The submittal of a cash deposit to guarantee the completion of all unfinished items contingent upon the building official or his/her designee's determination as to the appropriate amount of said deposit and the signing of the required cash deposit agreement form by the applicant. (Ord. 19-0-10, 6-24-2019)

4-2-15: EMERGENCY MEASURES:

(A) Vacating Structures: When, in the opinion of the building official or his/her designee, there is actual and immediate danger of failure or collapse of a building or structure or any part thereof, which would endanger life or when any structure or part of a structure has fallen and life is endangered by the occupation of the building or structure, the building official or his/her designee, is hereby authorized and empowered to order and require the occupants to vacate the same forthwith. The building official shall cause to be posted at each entrance to such building a notice reading as follows:

This structure is unsafe and its use or occupancy has been prohibited by the Village Building Official.

It shall be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or demolishing the same.

(B) Temporary Safeguards: When, in the opinion of the building official or his/her designee, there is actual and immediate danger of collapse or failure of a building or structure or any part thereof, which would endanger life, the building official or his/her designee shall cause the necessary work to be done to render such building or structure or part thereof temporarily safe, whether or not the legal procedure herein described has been instituted.

(C) Hazardous Building Or Construction Condition: A building or structure or part or appurtenance thereof or a construction condition found to be hazardous to life, limb or health, upon order of the building official or his/her designee, shall be corrected, repaired, replaced, vacated, demolished, or removed and the premises or work restored to, or put in, a safe condition within a reasonable period of time as may be appropriate in each case, when such a finding has been made in writing, written notice of the findings and order has been given the owner or his agent or the contractor, and except in emergencies, a hearing on the order has been held before the building official or his/her designee.

(D) Closing Streets: When necessary for the public safety, the building official or his/her designee may temporarily close sidewalks, streets, buildings and structures, and places adjacent to such unsafe structures and prohibit the same from being used. (Ord. 19-0-10, 6-24-2019)

4-2-16: OFF STREET PARKING:

All off street parking and loading facilities, including driveways and pavement, shall be constructed in accordance with all provisions contained in the Zoning Ordinance of the Village and such provisions are hereby incorporated into this chapter by reference, as if fully set forth herein. (Ord. 19-0-10, 6-24-2019)

4-2-17: LOAD AND CAPACITY PLACARD:

The owner shall post and maintain a sign, placard or plate in approved form after making application to do so, showing safe loading for each floor, and safe capacity in persons at entrances of each room, floor, or building built, or used for any of the following purposes: school, church, public assembly, residential institution; a place for harboring or housing persons for correctional, medical, other care or treatment, storing materials, dance or recreation hall and establishments serving drinks or food. (Ord. 19-0-10, 6-24-2019)

4-2-18: HOURS FOR CONSTRUCTION WORK:

It shall be unlawful to engage in or conduct any activity in the construction of any building or structure, or the laying of any pavement, including, but not limited to, the making of an excavation, clearing of surface lane, and loading or unloading material, equipment or supplies, anywhere in the Village except between the hours of seven o'clock (7:00) A.M. and seven thirty o'clock (7:30) P.M. on weekdays, other than Saturday, and except between the hours of seven o'clock (7:00) A.M. and five thirty o'clock (5:30) P.M. on Saturday.

It shall be unlawful to engage in any such work or activity on a Sunday unless a permit for such Sunday work has first been granted. Application for such approval shall be made in writing to the building official or his/her designee and shall state the name of the applicant, his business address, the location of the proposed work, and the reason for seeking an approval to do such work on Sunday, as well as the estimated time of the proposed operations. No such special approval shall be issued excepting where the public welfare will be enhanced by such issuance, or will be harmed by failure to perform the work at the time indicated. Nothing in this section shall be construed to prevent any work necessary to prevent injury to persons or property at any time. (Ord. 19-0-10, 6-24-2019)

4-2-19: RULES ADOPTED BY REFERENCE:

The several published books or pamphlets described and referred to in this title and the regulations and standards contained therein or in the described portions thereof, modified in some cases as noted herein, are hereby adopted by reference and made a part of this title. In the event of a conflict between this title or any part thereof and such regulations and standards adopted by reference, the provisions of this title shall govern and prevail. (Ord. 19-0-10, 6-24-2019)

4-2-20: VIOLATION PENALTIES:

Any person who shall violate a provision of this chapter or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or his/her designee or of a permit or certificate issued under the provisions of this chapter shall, if found guilty, be fined in accordance with title 1, chapter 4 of this Code. (Ord. 19-0-10, 6-24-2019)

4-2-21: BUILDING CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein governing the construction of all nonresidential and multifamily structures, that certain code known as the 2024 International Building Code, first printing, as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been for a period of more than thirty (30) days prior to the effective date hereof and now is on file in the Office of the Village Clerk.

(B) Amendments To Code: The following additions, insertions, deletions and changes are hereby made to the 2024 International Building Code, first printing:

1. Section 101.1 Title: Amend by deleting the words and punctuation marks, "(Name of Jurisdiction)" and insert the words "The Village of Willowbrook".
2. Section 101.4.3 Plumbing. Delete in its entirety and in lieu thereof substitute with the following new Section 101.4.3:

Section 101.4.3 Plumbing. All references within this code to the International Plumbing Code shall be changed to read, "The Illinois Plumbing Code, prepared and published by the State of Illinois Department of Public Health along with Section 405.3, Section 607.2, Chapter 11 and Chapter 12 of the 2021 International Plumbing Code". The provisions of the Illinois Plumbing Code prepared and published by the State of Illinois Department of Public Health, along with Section 405.3, Section 607.2, Chapter 11 and Chapter 12 of the 2021 International Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

3. Section 105.2 Work exempt from permit. Delete in its entirety.
4. Section 105.5 Expirations. Delete in its entirety and in lieu thereof substitute with the following new Section 105.5:

Section 105.5 Extension and expiration of building permit. If after a building permit required by this chapter shall have been granted, if the operation called for by such permit shall not have been started within six (6) months after the date thereof, such permit shall be void and no operation thereunder shall be begun. Where, under authority of a permit, work has begun and has not been prosecuted for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy certificate or certificate of completion issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The new permit shall only be issued for a period in which to expediently complete the work originally permitted. The completion

period of the extended permit shall be approved by the Building Official or his/her designee. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained. Failure to complete the originally permitted work prior to the expiration date of the extended permit shall be a violation of this code and punishable in accordance with the provisions of title 1, chapter 4 of the Village Code.

5. Section 109.1 Payment of fees. Delete this section in its entirety and in lieu thereof substitute the following new Section 109.1:

Section 109.1 Payment of fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

6. Section 110.3 Required inspections. Amend by adding the following new Sections 110.3.12 and 110.3.13:

Section 110.3.12 Masonry firebox inspection. Masonry firebox inspections shall be made before flue/chimney installation and after the fireplace firebox and smoke shelf is completed.

Section 110.3.13 Stocking and training inspection. Stocking and training inspection shall be made after the completion of construction and prior to the installation of any stock, merchandise and non-permanent/movable tenant fixtures and furniture, and prior to the allowance of tenant employee occupancy and/or training.

7. Section 113 BOARD OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 113:

Section 113 BOARD OF APPEALS.

Section 113.1 Application for Appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 113.2 Membership of the Board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 113.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 113.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any

event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 113.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 113.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

Section 113.7 Board review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

8. Section 114.4 Violation penalties: Delete this section in its entirety and in lieu thereof substitute the following new Section 114.4:

Section 114.4 Violation penalties. Any person who shall violate a provision of this section or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or a directive of the Building Official or his/her designee, or of a permit or certificate issued under the provisions of this section shall be punishable by a fine of not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation continues shall be deemed a separate offense.

9. Section 115.3 Unlawful continuance: Delete this section in its entirety and in lieu thereof substitute the following new Section 115.3:

Section 115.3 Unlawful continuance: Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the Building Official or his/her designee to perform to

remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code.

10. Section 202 DEFINITIONS. Amend by adding the following new Definition:

FIRE OFFICIAL/FIRE MARSHAL. The Building Official or his/her designee.

11. Section 307.1 High-hazard Group H. Amend by adding the following at the end of the section:

"The maximum allowed quantity of Ethylene Oxide in any building and/or structure, regardless of control areas or occupancy classification, shall not exceed 100 lbs. Legal conforming or legal non-conforming uses in effect as of July 10, 2019, which are lawfully permitted to store and/or use Ethylene Oxide in any process, shall not increase the amount of Ethylene Oxide currently utilized and/or stored within the premises. Provided, however, if any such storage and/or use is reduced, after July 10, 2019, then the reduced storage amounts and/or usage amounts shall apply as the then current maximum permissible amount. In the event the storage and/or use of Ethylene Oxide voluntarily ceases for a period in excess of 180 days at any time after July 10, 2019, then the storage and/or use of Ethylene Oxide shall thereafter be prohibited. Outside storage of Ethylene Oxide shall at all times be prohibited."

20. For amendments to Chapter 9 (Fire Protection and Life Safety Systems) see the Tri-State Fire Protection District adoption the 2024 International Fire Code, with amendments.

43. For amendments to Chapter 10 (Means of Egress) see the Tri-State Fire Protection District adoption the 2024 International Fire Code, with amendments.

44. Section 1301.1.1 Criteria. Delete in its entirety and in lieu thereof substitute with the following new Section 1301.1.1:

Section 1301.1.1 Criteria. Buildings shall be designed and constructed in accordance with the current edition of the Illinois Energy Conservation Code.

46. Section 1807.1.3 Rubble stone foundation walls. Delete this section in its entirety.

47. Section 1807.1.4 Permanent wood foundation systems. Delete this section in its entirety.

48. Chapter 29 PLUMBING SYSTEMS. Delete in its entirety. (All plumbing systems shall comply with the Illinois Plumbing Code and the International Plumbing Code as adopted and amended by Title 4 of the Village Code.)

49. Section 3001.3 Referenced Standards. Delete this section in its entirety and in lieu thereof substitute the following new Section 3001.3:

Section 3001.3 Referenced Standards. Referenced Standards to be as stringent and comply with current Illinois Elevator Safety Act (225 ILCS 312) and its Rules. For private residential conveyance application, the Act does not apply, however, the IBC code shall for

new installation, permits, final acceptance. For applications not covered by the Illinois Elevator Safety Act, those conveyance applications shall be covered under the IBC code by the AHJ for new installation, permits, final acceptance, periodic inspections and testing, unsafe conditions, power to seal equipment, put conveyance out of service, and certificate compliance as well as owner/agent responsibility for contractor, maintenance, accident/injury responsibility.

Referenced Standards from (225 ILCS 312): Safety Code for Elevators and Escalators (ASME A17.1), the Standard for the Qualification of Elevator Inspectors (ASME QEI-1), the Automated People Mover Standards (ASCE 21), the Safety Requirements for Personnel Hoists and Employee Elevators (ANSI A10.4), and the Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1).

50. Section 3002.4 Elevator Car to Accommodate Ambulance Stretcher. Delete this section in its entirety and in lieu thereof substitute the following new Section 3002.4:

Section 3002.4 Elevator Car to Accommodate Ambulance Stretcher. In all buildings at least one elevator shall be provided for fire department emergency access to all floors in building. Such elevator car shall be of such size and arrangement to accommodate a minimum twenty-four inch (24") by eighty-four inch (84") ambulance stretcher in the horizontal open position and shall be identified by the International Symbol for emergency medical services (Star of Life). Said symbol shall not be less than three inches (3") high by three inches (3") wide and shall be placed inside on both sides of the main lobby hoistway door frame.

51. [F] Section 3003.2 Fire Fighters' Emergency Operation. Delete this section in its entirety and in lieu thereof substitute the following new [F] Section 3003.2:

[F] Section 3003.2 Fire Fighters' Emergency Operation. Elevators shall be provided with Phase 1 emergency recall operation and Phase 2 emergency in car operation in accordance with ASME A17.1 and NFPA72.

52. CHAPTER 30 ELEVATORS AND CONVEYANCE SYSTEMS. Amend by adding the following new SECTION 3009 CERTIFICATE OF COMPLIANCE:

SECTION 3009 CERTIFICATE OF COMPLIANCE

Section 3009.1 Equipment Operation. The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated or altered shall be unlawful by persons other than the installer until such equipment has been inspected and tested as herein required and a final certificate of compliance has been issued by the Authority having Jurisdiction.

Section 3009.2 Posting Certificates of Compliance. The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the conveyance. A copy of the current issued certificate is acceptable. Please refer to Illinois Elevator Safety Act.

53. Section 3303.1 Construction documents. Delete this section in its entirety and in lieu thereof substitute the following new Section 3303.1:

Section 3303.1 Construction documents. Construction documents and a schedule for demolition must be submitted. A description and location of the building to be demolished, along with the proposed time and date of the demolition, must be submitted to the Building Official or his/her designee as well as to the proper fire protection district and county officials for approval. No work shall be done until such construction documents or schedule, or both, are approved.

54. Section 3303.1 Construction documents. Amend by adding the following new Section 3303.1.1:

Section 3303.1.1 Contractor bonds and insurance. The contractor must supply a twenty thousand-dollar (\$20,000.00) wrecking bond in a form acceptable to the Building Official or his/her designee. Also, a valid certificate of insurance stating the proper types and amounts of insurance and a ten thousand-dollar (\$10,000.00) license bond from the contractor performing the work must be submitted in a form acceptable to the Building Official or his/her designee.

55. Section 3303.6 Utility connections. Amend by adding the following new Section 3303.6.1:

Section 3303.6.1. Abandonment of wells: If a well exists on the property which is to be abandoned, it must be capped and sealed in accordance with the rules and regulations published by the Illinois department of mines and minerals. In addition, said well shall be sealed under the supervision of the DuPage County health department.

56. Section 3303.6 Utility connections. Amend by adding the following new Section 3303.6.2:

Section 3303.6.2. Underground Storage Facilities: All underground storage facilities that are to be abandoned shall be excavated and removed from the site. A permit issued by the State Fire Marshal must accompany an application for the removal of all underground storage tanks. (Ord. 19-0-10, 6-24-2019; amd. Ord. 20-0-06, 3-9-2020)

4-2-22: MECHANICAL CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the 2024 International Mechanical Code, second printing, prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been on file for a period of more than thirty (30) days prior to the adoption of this section and now is on file in the Office of the Village Clerk.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the 2024 International Mechanical Code, second printing:

1. Section 101.1 Title. Delete in its entirety and in lieu thereof substitute with the following new Section 101.1:

Section 101.1 Title. These regulations shall be known as the Mechanical Code of the Village of Willowbrook, and shall be cited as such. It is referred to herein as "this code".

2. Section 106.4.3. Expiration. Delete this section in its entirety and in lieu thereof substitute the following new section:

Section 106.4.3 Expiration: Every permit issued by the Building Official or his/her designee under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit shall not have been started within six (6) months after the date of issuance of said permit. Where, under authority of a permit, work has begun and has not been processed for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy permit issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained.

3. Section 106.4.4 Extensions: Amend by deleting the last sentence of the section.

4. Section 106.5 Fees. Amend to add the following new Section 106.5:

Section 106.5 Fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

5. Section 113 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 113:

Section 113 BOARD OF APPEALS.

Section 113.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 113.1 Membership of the Board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 113.2 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting

member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 113.3 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 113.4 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 113.4 Powers of the Board: The Board of Appeals shall have the following powers:

- a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.
- b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section 113.5 Board review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

6. Section 114: Board of Appeals. Delete this section in its entirety.

7. Section 115.4 Violation penalties: Delete this section in its entirety.

8. Section 116.4 Failure to comply. Amend to read as follows:

Section 116.4 Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the building official to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code." 9. Section 301.11 Plumbing connections. Delete this section in its entirety and in lieu thereof substitute the following new Section 301.8:

Section 301.8 Plumbing connections. Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the most current Illinois Plumbing Code as Amended.

(Ord. 19-0-10, 6-24-2019)

4-2-23: RESERVED:

(Ord. 19-0-10, 6-24-2019)

4-2-24: PLUMBING CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the Illinois State Plumbing Code, prepared and published by the Illinois Department of Public Health (IDPH), together with the additions, insertions, deletions and changes hereinafter set forth, three (3) copies of which have been on file for a period of more than thirty (30) days prior to the adoption of this section and are now on file in the Office of the Village Clerk.

The design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supplies and stormwater and sewage disposal in buildings shall comply with the requirements of this section and accepted engineering practices as defined in the Illinois State Plumbing Code.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the Illinois Plumbing Code:

1. Amendment of Section 890.630 by adding a new section "j" to read as follows:

"j) A safe pan will be required for water heaters, furnaces and clothes washers located above living/occupied areas."

2. Amend Section 890.1340 Determination of Sizes for Drainage Systems by deleting paragraph (b)(2) in its entirety and in lieu thereof substitute with the following new Paragraph (b)(2):

"(b)(2) Any dwelling containing any floor (including basement floors) below grade at foundation is required to have an overhead sewer. All fixtures located below grade shall drain to an ejector pit with pump. Approval of the Building Official or his/her designee shall be required for any other type of installation. Pressure-building drains shall be sized in accordance with the ejector pump manufacturer's recommendation, but shall not be less than 2 inches in diameter."

3. In section 890.1380 Storm Water Drainage within a Building. Amend by adding a new section "a" to the end of the paragraph:

"a) Sizing of piping and appurtenances related to building storm drainage shall conform to building standards as referenced in the Village of Willowbrook Ordinance, 4-2-24(C)8, Storm Drainage."

4. Section 890.1410 Materials amend by adding the following new subsection "c":

"c) Refer to Village of Willowbrook chart indicating approved materials for piping."

5. Delete Section 890 Appendix A - Table A: Approved Building Drainage/Vent Pipe in its entirety and in lieu thereof substitute the Village of Willowbrook chart indicating approved materials for piping.

6. Delete Section 890 Appendix A - Table A: Approved Materials For Water Service Pipe in its entirety and in lieu thereof substitute the Village of Willowbrook chart indicating approved materials for piping and add:

Minimum 5'-6" of cover on all outside water mains/services is required.

7. Delete Section 890. Appendix A - Table A: Approved Materials For Water Distribution Pipe in its entirety and in lieu thereof substitute the Village of Willowbrook chart indicating approved materials for piping.

8. (Appendix A/Page-53) Section 890 Appendix A - TABLE P: Demand at Individual Water Outlets. Amend by adding the following new subsections "a & b":

a) All Fixtures shall bear the "WaterSense" product label, as specified by the USEPA.

b) All new and/or replacement lawn irrigation sprinkler systems shall be equipped with a "WaterSense" labeled irrigation controller and be in compliance with Section 2.5(g) of the Illinois Plumbing License Law [225 ILCS 320].

(C) Additional Standards And Specifications:

1. Approved Materials For Piping Chart:

VILLAGE OF WILLOWBROOK APPROVED MATERIALS FOR PIPING

Material Type

Residential

Commercial

Material Type

Residential

Commercial

Underground waste and vent:

Cast iron soil

X

X

PVC schedule 40 (no cell core)

X

X

Aboveground waste and vent:

Cast iron (lead joints/repair only)

X

X

Cast iron no hub

X

X

Galvanized pipe

X

X

PVC schedule 40 (no cell core)

X

X

Copper type M, L, and K

X

X

Aboveground storm:

Cast iron (lead joints/repair only)

X

X

Cast iron no hub

X

X

Galvanized pipe

X

X

PVC schedule 40 (no cell core)

X

X

Copper type M, L, and K

X

X

Underground water:

Ductile iron Class 52

X

X

Copper type K

X

X

Aboveground water:

Copper type L

X

X

Copper type K

X

X

Revised 08/06/2015

2. Separate Water Tap For Fire Sprinkler System: Where a public water supply is used to serve as the water supply for a private automatic fire sprinkler system, a separate and independent water tap onto the water main shall be utilized. The water tap for the fire sprinkler system shall be made a minimum of ten feet (10') horizontally from the domestic water tap, and shall extend to an exterior valve vault prior to continuing into the building. The valve vault shall be made fully accessible and contain an approved valve which will shut off the water supply to the fire sprinkler system if required. The incoming water service for the fire sprinkler system shall enter the building separate from the domestic

water service, and shall be provided with all necessary backflow prevention and valve assemblies as are required for a fire sprinkler system water supply.

3. Fireflow Meter: All fire suppression systems installed subsequent to the date of the adoption of this chapter shall be equipped with a fireflow meter of a size and type approved by the Village of Willowbrook Water Department.

4. Lawn Sprinkling Systems: No pipe, sprinkler head, valve or any other portion of any lawn sprinkling system shall be located in or upon any public right-of-way or in any easement.

5. Sprinkler Heads In Public Rights-Of-Way: Notwithstanding any provision contained in the previous paragraph to the contrary, sprinkler heads, and pipes leading thereto, may be located in or upon public rights-of-way or easements, provided that all portions thereof shall be located not more than six feet (6') from the property line, the final location being subject to the approval of the building official or his/her designee; and further provided that the owner of the sprinkler system shall first have executed a written release in favor of the Village in the form acceptable to the building official or his/her designee.

6. Car Wash Installations: All newly constructed or remodeled car wash installations shall be equipped with a water recycling system, unless otherwise permitted by the DuPage County Department of Environmental Concerns and approved by the building official or his/her designee.

7. Plumbing Permit Required: In the case of improvements on residential, commercial or industrial buildings or property, the issuance of a plumbing permit is required to make the following repairs, replacements or changes:

- (a) Conversion from galvanized water piping to copper.
- (b) Addition of any plumbing fixture.
- (c) Replacement of boiler or water heater.
- (d) Installation or conversion to overhead sewer system or antiflood system.
- (e) Underground lawn sprinkling systems.
- (f) Plumbing changes or additions to any part of the waste, vent, water piping or sewer system.

8. Storm Drainage: The provisions of this chapter shall govern the materials, design, construction and installation of storm drainage.

(a) Where Required: All roofs, paved areas, yards, courts and courtyards shall drain into a separate storm sewer system, or a combined sewer system, or to an approved place of disposal. For one- and two-family dwellings, multi family-buildings, commercial/industrial buildings, and where approved, stormwater is permitted to discharge onto flat areas, such as streets or lawns, provided that the stormwater flows away from the building.

- (b) Prohibited Drainage: Stormwater shall not be drained into sewers intended for sewage only.
- (c) Tests: The conductors and the building storm drain shall be tested in accordance at the discretion of the inspector.
- (d) Change In Size: The size of a drainage pipe shall not be reduced in the direction of flow.
- (e) Fittings And Connections: All connections and changes in direction of the storm drainage system shall be made with approved drainage-type fittings in accordance with the Illinois Plumbing Code. The fittings shall not obstruct or retard flow in the system.
- (f) Roof Design: Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked.
- (g) Cleanouts Required: Cleanouts shall be installed in the storm drainage system and shall comply with the provisions of this Code for sanitary drainage pipe cleanouts.

Exception: Subsurface drainage system.

- (h) Backwater Valves: Storm drainage systems shall be provided with backwater valves.
 - (1) Storm Backflow: Where the flood level rims are below the elevation of the manhole cover of the next upstream manhole in the public storm sewer, such fixtures shall be protected by a backwater valve installed in the building storm drain.
 - (2) Material: All bearing parts of backwater valves shall be of corrosion-resistant material. Backwater valves shall comply with ASME A112.14.1, CSA B181.1 or CSA B181.2.
 - (3) Seal: Backwater valves shall be so constructed as to provide a mechanical seal against backflow.
 - (4) Diameter: Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed.
 - (5) Location: Backwater valves shall be installed so that access is provided to the working parts for service and repair.
 - (i) Materials: See Village of Willowbrook chart indicating approved materials for piping (subsection (C)1 of this section).

(j) Traps:

- (1) Main Trap: Leaders and storm drains connected to a combined sewer shall be trapped. Individual stormwater traps shall be installed on the stormwater drain branch

serving each conductor, or a single trap shall be installed in the main storm drain just before its connection with the combined building sewer or the public sewer.

(2) Material: Stormwater traps shall be of the same material as the piping system to which they are attached.

(3) Size: Traps for individual conductors shall be the same size as the horizontal drain to which they are connected.

(4) Cleanout: An accessible cleanout shall be installed on the building side of the trap.

(k) Roof Drains:

(1) Strainers: Roof drains shall have strainers extending not less than four inches (4") above the surface of the roof immediately adjacent to the roof drain. Strainers shall have an available inlet area, above roof level, of not less than one and one-half (1 1/2) times the area of the conductor or leader to which the drain is connected.

(2) Flat Decks: Roof drain strainers for use on sun decks, parking decks and similar areas that are normally serviced and maintained shall comply with subsection (C)8(k)(1) of this section or shall be of the flat-surface type, installed level with the deck, with an available inlet area not less than two (2) times the area of the conductor or leader to which the drain is connected.

(3) Roof Drain Flashings: The connection between roofs and roof drains which pass through the roof and into the interior of the building shall be made water-tight by the use of approved flashing material.

(l) Size Of Conductors, Leaders And Storm Drains:

(1) General: The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall rate of three inches (3") per hour.

(2) Vertical Conductors And Leaders: Vertical conductors and leaders shall be sized for the maximum projected roof area, in accordance with tables 1106.2(1) and 1106.2(2) of this subsection.

TABLE 1106.2(1)
SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS

Diameter Of Leader (Inches) 1

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

7

8

9

10

11

12

Diameter Of Leader (Inches) 1

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

7

8

9

10

11

12

2

2,880

1,440

960
720
575
480
410
360
320
290
260
240
3
8,800
4,400
2,930
2,200
1,760
1,470
1,260
1,100
980
880
800
730
4
18,400
9,200
6,130
4,600

3,680

3,070

2,630

2,300

2,045

1,840

1,675

1,530

5

34,600

17,300

11,530

8,650

6,920

5,765

4,945

4,325

3,845

3,460

3,145

2,880

6

54,000

27,000

17,995

13,500

10,800

9,000

7,715
6,750
6,000
5,400
4,910
4,500
8
116,000
58,000
38,660
29,000
23,200
19,315
16,570
14,500
12,890
11,600
10,545
9,600

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m².

Note:

1. Sizes indicated are the diameter of circular piping. This table is applicable to piping of other shapes, provided the cross-sectional shape fully encloses a circle of the diameter indicated in this table. For rectangular leaders, see table 1106.2(2) of this subsection. Interpolation is permitted for pipe sizes that fall between those listed in this table.

TABLE 1106.2(2)
SIZE OF RECTANGULAR VERTICAL CONDUCTORS AND LEADERS

Dimensions Of Common Leader Sizes Width x Length (Inches) 1

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1
2
3
4
5
6
7
8
9
10
11
12

Dimensions Of Common Leader Sizes Width x Length (Inches) 1

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1
2
3
4
5
6
7
8
9
10
11
12

13/4 x 21/2

3,410

1,700

1,130

850

680

560

480

420

370

340

310

280

2 x 3

5,540

2,770

1,840

1,380

1,100

920

790

690

610

550

500

460

23/4 x 41/4

12,830

6,410

4,270

3,200

2,560

2,130

1,830

1,600

1,420

1,280

1,160

1,060

3 x 4

13,210

6,600

4,400

3,300

2,640

2,200

1,880

1,650

1,460

1,320

1,200

1,100

31/2 x 4

15,900

7,950

5,300

3,970
3,180
2,650
2,270
1,980
1,760
1,590
1,440
1,320
31/2 x 5
21,310
10,650
7,100
5,320
4,260
3,550
3,040
2,660
2,360
2,130
1,930
1,770
33/4 x 43/4
21,960
10,980
7,320
5,490
4,390

3,660
3,130
2,740
2,440
2,190
1,990
1,830
33/4 x 51/4
25,520
12,760
8,500
6,380
5,100
4,250
3,640
3,190
2,830
2,550
2,320
2,120
31/2 x 6
27,790
13,890
9,260
6,940
5,550
4,630
3,970

3,470
3,080
2,770
2,520
2,310
4 x 6
32,980
16,490
10,990
8,240
6,590
5,490
4,710
4,120
3,660
3,290
2,990
2,740
51/2 x 51/2
44,300
22,150
14,760
11,070
8,860
7,380
6,320
5,530
4,920

4,430
4,020
3,690
71/2 x 71/2
100,500
50,250
33,500
25,120
20,100
16,750
14,350
12,560
11,160
10,050
9,130
8,370

Note:

1. Sizes indicated are nominal width x length of the opening for rectangular piping.

(3) Building Storm Drains And Sewers: The size of the building storm drain, building storm sewer and their horizontal branches having a slope of one-half (1/2) unit or less vertical in twelve (12) units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with table 1106.3 of this subsection. The minimum slope of horizontal branches shall be one-eighth (1/8) unit vertical in twelve (12) units horizontal (1-percent slope) unless otherwise approved.

**TABLE 1106.3
SIZE OF HORIZONTAL STORM DRAINAGE PIPING**

Size Of Horizontal Piping (Inches)

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

Size Of Horizontal Piping (Inches)

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

1/8 unit vertical in 12 units horizontal (1% slope):

3

3,288

1,644

1,096

822

657

548

4

7,520

3,760

2,506

1,800

1,504

1,253

5

13,360

6,680

4,453

3,340

2,672

2,227

6

21,400

10,700

7,133

5,350

4,280

3,566

8

46,000

23,000

15,330

11,500

9,200

7,600

10

82,800

41,400

27,600

20,700

16,580

13,800

12

133,200

66,600

44,400

33,300

26,650

22,200

15

218,000

109,000

72,800

59,500

47,600

39,650

1/4 unit vertical in 12 units horizontal (2% slope):

3

4,640

2,320

1,546

1,160

928

773

4

10,600

5,300

3,533

2,650

2,120

1,766

5

18,880

9,440

6,293

4,720

3,776

3,146

6

30,200

15,100

10,066

7,550

6,040

5,033

8

65,200

32,600

21,733

16,300

13,040

10,866

10

116,800

58,400

38,950

29,200

23,350

19,450

12

188,000

94,000

62,600

47,000

37,600

31,350

15

336,000

168,000

112,000

84,000

67,250

56,000

1/2 unit vertical in 12 units horizontal (4% slope):

3

6,576

3,288

2,295

1,644

1,310

1,096

4

15,040

7,520

5,010

3,760

3,010

2,500

5

26,720

13,360

8,900

6,680

5,320

4,450

6

42,800

21,400

13,700

10,700

8,580

7,140

8

92,000

46,000

30,650

23,000

18,400

15,320

10

171,600

85,800

55,200

41,400

33,150

27,600

12

266,400

133,200

88,800

66,600

53,200

44,400

15

476,000

238,000

158,800

119,000

95,300

79,250

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m².

(4) Vertical Walls: In sizing roof drains and storm drainage piping, one-half (1/2) of the area of any vertical wall that diverts rainwater to the roof shall be added to the projected roof area for inclusion in calculating the required size of vertical conductors, leaders and horizontal storm drainage piping.

(5) Parapet Wall Scupper Location: Parapet wall roof drainage scupper and overflow scupper locations shall comply with the requirements of the International Building Code.

(6) Size Of Roof Gutters: The size of semicircular gutters shall be based on the maximum projected roof area in accordance with table 1106.6 of this subsection.

TABLE 1106.6
SIZE OF SEMICIRCULAR ROOF GUTTERS

Diameter Of Gutters (Inches)

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

Diameter Of Gutters (Inches)

Horizontally Projected Roof Area (Square Feet)

Rainfall Rate (Inches Per Hour)

1

2

3

4

5

6

1/16 unit vertical in 12 units horizontal (0.5% slope):

3

680

340

226

170

136

113

4

1,440

720
480
360
288
240
5
2,500
1,250
834
625
500
416
6
3,840
1,920
1,280
960
768
640
7
5,520
2,760
1,840
1,380
1,100
918
8
7,960

3,980

2,655

1,990

1,590

1,325

10

14,400

7,200

4,800

3,600

2,880

2,400

1/8 unit vertical in 12 units horizontal (1% slope):

3

960

480

320

240

192

160

4

2,040

1,020

681

510

408

340

5

3,520

1,760

1,172

880

704

587

6

5,440

2,720

1,815

1,360

1,085

905

7

7,800

3,900

2,600

1,950

1,560

1,300

8

11,200

5,600

3,740

2,800

2,240

1,870

10

20,400

10,200

6,800

5,100

4,080

3,400

1/4 unit vertical in 12 units horizontal (2% slope):

3

1,360

680

454

340

272

226

4

2,880

1,440

960

720

576

480

5

5,000

2,500

1,668

1,250

1,000

834

6

7,680

3,840

2,560

1,920

1,536

1,280

7

11,040

5,520

3,860

2,760

2,205

1,840

8

15,920

7,960

5,310

3,980

3,180

2,655

10

28,800

14,400

9,600

7,200

5,750

4,800

1/2 unit vertical in 12 units horizontal (4% slope):

3

1,920

960

640

480

384

320

4

4,080

2,040

1,360

1,020

816

680

5

7,080

3,540

2,360

1,770

1,415

1,180

6

11,080

5,540

3,695

2,770

2,220

1,850

7

15,600

7,800

5,200

3,900

3,120

2,600

8

22,400

11,200

7,460

5,600

4,480

3,730

10

40,000

20,000

13,330

10,000

8,000

6,660

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m².

(m) Secondary (Emergency) Roof Drains:

(1) Secondary Drainage Required: Secondary (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.

(2) Separate Systems Required: Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.

(3) Sizing Of Secondary Drains: Secondary (emergency) roof drain systems shall be sized in accordance with subsection (C)8(l) of this section based on the rainfall rate for which the primary system is sized in tables 1106.2(1), 1106.2(2), 1106.3 and 1106.6 of this subsection (C). Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by subsection (C)8(f) of this section. Scuppers shall not have an opening dimension of less than four inches (4"). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

(n) Values For Continuous Flow; Equivalent Roof Area: Where there is a continuous or semicontinuous discharge into the building storm drain or building storm sewer, such as from a pump, ejector, air conditioning plant or similar device, each gallon per minute of such discharge shall be computed as being equivalent to ninety six (96) square feet of roof area, based on a rainfall rate of one inch (1") per hour.

(o) Subsoil Drains: Subsoil drains shall be open-jointed, horizontally split or perforated pipe conforming to one of the approved materials for piping in accordance with subsection (C)1 of this section. Such drains shall not be less than four inches (4") in diameter. Where the building is subject to backwater, the subsoil drain shall be protected by an accessibly located backwater valve. Subsoil drains shall discharge to a trapped area drain, sump, dry well or approved location above ground. The subsoil sump shall not be required to have either a gas-tight cover or a vent. The sump and pumping system shall comply with subsection (C)8(q) of this section.

(p) Building Subdrains: Building subdrains located below the public sewer level shall discharge into a sump or receiving tank, the contents of which shall be automatically lifted and discharged into the drainage system as required for building sumps. The sump and pumping equipment shall comply with subsection (C)8(q) of this section.

(q) Sumps And Pumping Systems: The sump pump, pit and discharge piping shall conform to the following subsections.

(1) Pump Capacity And Head: The sump pump shall be of a capacity and head appropriate to anticipated use requirements.

(2) Sump Pit: The sump pit shall not be less than eighteen inches (18") in diameter and twenty four inches (24") deep, unless otherwise approved. The pit shall be accessible and located such that all drainage flows into the pit by gravity. The sump pit shall be constructed of tile, steel, plastic, cast-iron, concrete or other approved material, with a removable cover adequate to support anticipated loads in the area of use. The pit floor shall be solid and provide permanent support for the pump.

(3) Electrical: Electrical service outlets, when required, shall meet the requirements of NFPA 70.

(4) Piping: Discharge piping shall comply with the approved materials chart at subsection (C)1 of this section and shall include a gate valve and a full flow check valve. Pipe and fittings shall be the same size as, or larger than, pump discharge tapping.

Exception: In one- and two-family dwellings, only a check valve shall be required, located on the discharge piping from the pump or ejector.

9. Work Without Benefit Of A Permit: When work requiring a permit has been started prior to the issuance of such permit, the permit fee shall be double the amount of the standard permit fee. However, in no instance shall the fee for a permit issued under these circumstances exceed the standard permit fee by an amount in excess of:

- (a) Residential Districts: Two hundred fifty dollars (\$250.00).
- (b) Nonresidential Districts: Seven hundred fifty dollars (\$750.00).

(D) Backflow Prevention:

1. Cross Connection Prohibited:

(a) Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where, as approved by the Department of Municipal Services, suitable protective devices are installed, tested and maintained to ensure proper operation on a continuing basis.

(b) To protect the public water system from contamination due to contaminants through the water service connection into the public water system, a program of inspection and regulation shall be provided.

(c) The building official or his/her designee or his designated agent, who shall be either a licensed plumber or an approved cross connection control device inspector, shall inspect the plumbing in every building or premises served by the public water system as frequently as in his judgment may be necessary to ensure that such plumbing has been installed and maintained in such a manner as to prevent the possibility of pollution of the water supply of the Village. The building official or his/her designee shall notify or cause to be notified in writing the owner, or authorized agent of the owner of any such building or premises, to correct, within a reasonable time period set by the building official or his/her designee any plumbing installed or existing contrary to or in violation of this section, and which, in his judgment, may therefore permit the pollution of the Village water supply, or otherwise adversely affect the public health.

(d) The building official or his/her designee or his designated agent, who shall be either a licensed plumber or an approved cross connection control device inspector, shall have the right of entry into any building during reasonable hours for the purpose of making inspection of the plumbing systems installed in such building or premises; provided, that with respect to the inspection of any single-family dwelling, consent to such inspection

shall first be obtained from a person of suitable age and discretion therein or in control thereof. Refusal to allow inspection of a specific dwelling may be cause for requiring installation of suitable backflow protection or to cause discontinuance of potable water service.

2. Definitions: For the purposes of this subsection, the following definitions shall apply:

AIR GAP: The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood-level rim of the receptacle.

APPROVED: Accepted by the Willowbrook Department of Municipal Services as meeting an applicable specification stated or cited in this section, or as suitable for the proposed use.

AUXILIARY SUPPLY: Any water source or system other than the potable water supply that may be available in the building or premises.

BACK SIPHONAGE: The flowing back of used, contaminated or polluted water due to a negative gauge or subatmospheric pressure in that pipe.

BACKFLOW: The flow of any water, foreign liquids, gases or other substances back into the distribution pipes of the potable water system.

BACKFLOW PREVENTER: A device or means to prevent backflow.

CONTAMINATION: See definition of pollution.

CROSS CONNECTION: Any actual or potential connection between the potable water supply and a source of contamination or pollution.

DRAIN: Any approved pipe that carries waste water or waterborne wastes in a building drainage system.

FIXTURE-PLUMBING: Installed with receptacles, devices or appliances supplied with water or that receive or discharge liquids for liquid borne wastes.

FLOOD LEVEL RIM: The edge of the receptacle from which water flows.

HAZARD, HEALTH: Any conditions or devices which, in the judgment of the building official or his/her designee may create a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect in the water supply system, whether of location, design or construction, that regularly or occasionally may prevent satisfactory treatment of the water supply or cause it to be polluted from extraneous sources.

HAZARD, PLUMBING: Any arrangement of plumbing, including piping and fixtures, whereby a cross connection can be created.

HYDRO-PNEUMATIC TANK: A pressure vessel in which air pressure acts upon the surface of the water contained within the vessel pressurizing the water distribution piping connected to the vessel.

OUTLET: The open end of the water supply pipe through which the water is discharged into the plumbing fixture.

PLUMBING SYSTEM: Includes the water supply and distribution pipes, plumbing, fixtures and traps; soil, waste and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances within the property lines of the premises; and water treating or water using equipment.

POLLUTION: The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER: An assembly of differential valves and check valves including an automatically opened spillage port to the atmosphere designed to prevent backflow.

SURGE TANK: The receiving, nonpressure vessel forming part of the air gap separation between a potable and an auxiliary supply.

VACUUM: Any pressure less than that exerted by the atmosphere.

VACUUM BREAKER, NONPRESSURE TYPE: A vacuum breaker designed so as not to be subjected to static line pressure.

VACUUM BREAKER, PRESSURE TYPE: A vacuum breaker designed to operate under conditions of static line pressure.

WATER, NONPOTABLE: Water that is not safe for human consumption or that is of questionable potability.

WATER, POTABLE: Water free from contaminants in amounts sufficient to cause disease or harmful physiological effects. Its bacteriological and chemical quality shall conform to the requirements of the Federal and State drinking water regulations and to any regulations of the public health authority having local jurisdiction.

3. Technical Requirements:

(a) **Design, Installation And Maintenance Of Potable Water Supply System;**
Connections Prohibited Unless Protected Against Backflow: A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system. Connection to the potable water supply system is prohibited unless protected against backflow as set out herein. Examples of fixtures and equipment from which the potable water supply system must be protected include, but are not limited to:

(1) Bidets;

(2) Operating, dissection, embalming and mortuary tables or similar equipment. In such installation, the hose used for water supply shall terminate at least twelve inches (12") away from every point of the table or attachments;

(3) Pumps for nonpotable water, chemicals or other substances; priming connections may be made only through an air gap; and

(4) Building drainage, sewer or vent systems.

(b) Connections To Boilers: Potable water connections to boilers shall be made through an air gap or provided with an approved backflow preventer.

(c) Refrigerating Unit Condensers And Cooling Jackets: Except where potable water provided for a refrigerator condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved check valve. Also adjacent to and at the outlet side of the check valve, an approved pressure relief valve set to relieve at five (5) pounds per square inch (psi) above the maximum water pressure at the point of installation shall be provided if the refrigeration units contain more than twenty (20) pounds of refrigerants.

(d) Protection Against Backflow And Back Siphonage: The following regulations shall apply to protection against backflow and back siphonage:

(1) Water Outlets: A potable water system shall be protected against backflow and back siphonage by providing and maintaining at each outlet an air gap, as specified below, between the potable water outlet and the flood level rim of the fixture it supplies or between the outlet and any other source of contamination, or an approved device or means to prevent backflow.

(2) Minimum Required Air Gap:

A. How Measured: The minimum required air gap shall be measured vertically from the lowest end of a potable water outlet to the flood level rim or line of the fixture or receptacle into which it discharges.

B. Size: The minimum required air gap shall be twice the effective opening of a potable water outlet unless the outlet is a distance less than three (3) times the effective opening away from a wall or similar vertical surface in which case the minimum required air gap shall be three (3) times the effective opening of the outlet. In no case shall the minimum required air gap be less than two inches (2").

(e) Certification Of Devices To Prevent Backflow Or Back Siphonage: Before any device for the prevention of backflow or back siphonage is installed, it shall have first been certified by the Foundation for Cross Connection Control Research of the University of Southern California and/or the National Sanitation Foundation. Devices, other than reduced pressure zone backflow preventers, installed in a building's potable water supply distribution system for protection against backflow shall be maintained in good working condition by the person or persons responsible for the maintenance of the system. Reduced

pressure zone backflow preventers installed in a building's potable water supply distribution system shall be tested and/or maintained by State certified backflow preventer maintenance/tester as otherwise provided for in this code. The building official or his/her designee shall routinely inspect such devices, and if they are found to be defective or inoperative, shall require the replacement thereof.

(f) Installation Of Devices: The following shall apply to the installation of certain devices:

(1) Atmospheric vacuum breakers (nonpressure type) shall be installed with the critical level at least six inches (6") above the flood level rim of the fixture they serve and on the discharge side of the last control valve to the fixture. No shutoff valve or faucet shall be installed beyond the vacuum breaker. For closed equipment or vessels such as pressure sterilizers, the top of the vessel shall be treated as the flood level rim but a check valve shall be installed on the discharge side of the vacuum breaker.

(2) A reduced pressure principle type backflow preventer may be installed subject to full static pressure.

(3) Backflow and back siphonage preventing devices containing backflows to separate fixtures shall be accessibly located, preferably in the same room with the fixture they serve. Installation in utility or service spaces, provided they are readily accessible, is also permitted.

(g) Below Rim Supply:

(1) Where a potable water outlet terminates below the rim of a tank or vat and the tank or vat has an overflow of a diameter not less than two inches (2"), the overflow pipe shall be provided with an air gap as close to the tank as possible.

(2) The potable water outlet to the tank or vat shall terminate at a distance not less than one and one-half (1 1/2) times the height to which water can rise in the tank above the top of the overflow. This level shall be established at the maximum flow rate of the supply to the tank or vat and with all outlets except the air gap overflow outlet closed. The distance from the outlet to the high water level shall be measured from the critical point of the potable water supply outlet.

(h) Installation Of Approved Devices: Approved devices to protect against backflow and back siphonage shall be installed at all fixtures and equipment where backflow and/or back siphonage may occur and where a minimum air gap cannot be provided between the water outlet to the fixture or equipment and its flood level rim as follows:

(1) Where a water connection is not subject to back pressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment.

(2) Where a potable water connection is made to a line, fixture, tank, vat, pump or other equipment with a hazard of backflow or back siphonage where the water connection is subject to back pressure, and an air gap cannot be installed, the building official and/or

the Superintendent of Public Works or his/her designee(s) will require adequate protection, which may include the use of an approved reduced pressure principle backflow preventer.

(i) **Booster Pumps:** When a booster pump is used on a water pressure booster system and the possibility exists that a positive pressure of less than twenty (20) pounds per square inch (psi) may occur on the suction side of the pump, there shall be installed a low pressure cutoff on the booster pump to prevent the creation of a vacuum or negative pressure on the suction side of the pump, thus cutting off water to other outlets.

4. Backflow Prevention Devices Required: All construction requiring permits by the Department of Municipal Services which involve either construction revisions, alterations or additions to the potable water distribution system of the building or premises or upon a commercial unit reoccupancy, the installation of a backflow prevention device immediately downstream of the water meter shall be required. The following provisions shall apply to such installations of backflow devices:

(a) **Issuance:** Issuance of a permit.

(b) **Installation:** Backflow preventers shall be installed by a licensed plumber at the sole expense of the owner of the premises being served. Reduced pressure principle backflow preventers shall be installed as follows:

(1) Installation shall be in a location where the unit is readily accessible for maintenance and testing. Location should be immediately "downstream" of the water meter.

(2) Minimum clearances recommended by the manufacturer shall be observed.

(3) The unit shall be protected against flooding and freezing.

(4) Free draining of the relief port must be maintained under all conditions and provisions such as floor drains shall be provided.

(5) If installed at ceiling level, a collection system shall be installed with proper air gap under the drain port to protect areas below the unit from water damage.

(6) There shall be no reduction made in the size of the relief port drain.

(7) Provision shall be made for easy and unrestricted removal of the unit.

(c) **Testing Of Reduced Pressure Principle Backflow Preventers:**

(1) **Annual Testing:** Each year the Village will require the testing of each reduced pressure backflow preventer installed.

(2) **Responsibility Of Building Owner Or Tenant:** Testing of units shall be the responsibility of the building owner or tenant. All RPZ recertifications and testing shall be performed by a cross connection control device inspector (CCCDI) in accordance with the State Plumbing Code. Costs for tests, parts and/or replacement of units will be the responsibility of the building owner.

(3) Testing Of Initial Installation: Testing of initial installation prior to occupancy shall be required.

(4) Annual Inspection And Testing Scheduling: The building owner or tenant shall cause the inspection and testing of all RPZs each year based on the anniversary date of the installation. Such tests shall be conducted within thirty (30) days of the anniversary date.

(5) RPZ Certification Form: The RPZ certification form indicating the RPZ is operating effectively and being maintained in accordance with all State and local code requirements and manufacturer's recommendations shall be forwarded to the Village of Willowbrook upon every test or recertification performed.

(6) Tampering Prohibited: No persons other than a State licensed plumber or State certified backflow preventer maintenance/tester shall remove, repair, test or perform any maintenance on any reduced pressure principle backflow prevention device.

(7) Owner Assistance: Owners of all reduced pressure principle backflow preventers shall provide easy access to units and/or necessary tools and equipment, ladders or scaffolding to assist the Department of Municipal Services or Village inspector in inspecting the units, all at owner's expense.

(d) Units Out Of Service Or In Need Of Repair: When a unit is out of service or otherwise is in need of service, the Department of Municipal Services shall be notified within twenty four (24) hours.

(e) Bypasses: If there is only one service line and the water service cannot be interrupted, a second backflow preventer may be installed parallel with the first. Under no circumstance will a backflow preventer be bypassed by unprotected piping.

5. Corrections And Protective Devices: Any user of water shall obtain written approval from the Department of Municipal Services for any proposed corrective action or protective device before using or installing it. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time as hereinafter specified, the Village shall physically separate the Willowbrook water supply from the on-site piping system in such manner that the two (2) systems cannot be connected by any unauthorized person.

6. Piping Identification: When a secondary water source is used in addition to the Willowbrook water supply, exposed Willowbrook water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety; it will be necessary to protect the Willowbrook water supply at the service connection in a manner acceptable to the Department of Municipal Services.

7. Private Water Storage Tanks: A private water storage tank supplied from the Willowbrook water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.

8. Elimination Of Existing Cross Connections: All existing cross connections to the Willowbrook water supply system shall be eliminated. The expense of such elimination shall be that of the owner of the property on which such cross connection exists.

9. Where Protection Is Required:

(a) An approved backflow device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Illinois Administrative Code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving the premises, where in the judgment of the building official or his/her designee, actual or potential hazards to the public water supply system exist.

(b) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist:

(1) Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the building official or his/her designee and the source is approved by the Illinois Environmental Protection Agency.

(2) Premises on which any substance is handled which can create an actual premises having sources or systems containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the building official or his/her designee.

(3) Premises having internal cross connections that, in the judgment of the building official or his/her designee and/or the cross-connection control device inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross connections exist.

(4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey.

(5) Premises having a repeated history of cross connections being established or reestablished.

(c) An approved backflow prevention device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Illinois Administrative Code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities, unless the building official and/or the Superintendent of Public Works or his/her designee(s) determines that no actual or potential hazard to the public water supply system exists:

- (1) Hospitals, mortuaries, clinics, nursing homes.
- (2) Laboratories.
- (3) Piers, docks, waterfront facilities.

- (4) Sewage treatment plants, sewage pumping stations or stormwater pumping stations.
- (5) Food or beverage processing plants.
- (6) Chemical plants.
- (7) Metal plating industries.
- (8) Petroleum processing or storage plants.
- (9) Radioactive material processing plants or nuclear reactors.
- (10) Car washes.
- (11) Pesticide, herbicide or extermination plants and trucks.
- (12) Farm service and fertilizer plants and trucks.

10. Type Of Protection Required:

- (a) The type of protection required under subsections (D)9(b)(1), (D)9(b)(2) and (D)9(b)(3) of this section shall depend on the degree of hazard which exists as follows:
 - (1) An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.
 - (2) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.
 - (3) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.
- (b) The type of protection required under subsections (D)9(b)(4) and (D)9(b)(5) of this section shall be an approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device.
- (c) Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle backflow preventers shall be installed on fire safety systems connected to the public water supply when:
 - (1) The fire safety system contains antifreeze, fire retardant or other chemicals.
 - (2) Water is pumped into the system from another source.
 - (3) Water flows by gravity from a nonpotable source; or water can be pumped into the fire safety system from any other source.

(4) There is a connection whereby another source can be introduced into the fire safety system.

(d) All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

11. Backflow Prevention Devices:

(a) All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specifications.

(b) Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed. The manufacturer's maintenance manual shall be available on site at all times.

12. Notification Of Violation: The building official and/or the Superintendent of Public Works or his/her designee(s) shall notify the owner, or authorized agent of the owner, of the building or premises in which there is found a violation of this section. The building official and/or the Superintendent of Public Works or his/her designee(s) shall set a reasonable time period, based on the level of hazard to health, for the owner to have the violation removed or corrected. Upon failure of the owner to have the defect corrected by the end of the specified time interval, the building official and/or the Superintendent of Public Works or his/her designee(s) may, if in his judgment an imminent health hazard exists, cause the water service to the building or premises to be terminated, and/or recommend such additional fines or penalties to be invoked as herein may be provided.

13. Fines: The owner, or authorized agent of the owner responsible for maintenance of the plumbing systems in the building, who knowingly permits a violation to remain uncorrected after the expiration of time set by the building official or his/her designee shall, upon conviction thereof by the court, be required to pay a fine as otherwise provided for in this Code. (Ord. 19-0-10, 6-24-2019)

4-2-25: WATER WELL CODES ADOPTED:

(A) Codes Adopted: There is hereby adopted by reference as if fully set out herein those certain codes known as the:

Illinois Water Well Construction Code, 2013, prepared and published by the Illinois Department of Public Health. 415 Illinois Compiled Statutes 30/ part 920: Illinois Water Well Construction Code, Nov 2013.

Illinois Water Well Pump Installation Code, 2012 edition, prepared and published by the Illinois Department of Public Health. 415 Illinois Compiled Statutes 35/ part 925: Illinois Water Well Pump Installation Code, 1998.

DuPage County Private, Semi Private and Non-Community Water Supply Ordinance, 2005 edition, prepared and published by the DuPage County Health Department.

(B) Applicability: These codes shall govern the construction, installation, alteration or repair of private wells and private water supply systems in the Village. It shall be unlawful for any person to construct, install, alter or repair or cause to be constructed, installed, altered or repaired any private well or private water supply system in the Village in violation of or without complying with these rules and regulations. Upon application for any permit for a private well or private water supply system, the applicant shall show evidence that he has obtained all necessary permits as required by the Illinois Department of Public Health, DuPage County Health Department and all other government agencies exercising jurisdiction over the improvement. (Ord. 19-0-10, 6-24-2019)

4-2-26: PRIVATE SEWAGE DISPOSAL CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the DuPage County Health Department Private Sewage Disposal Ordinance, February 2006, prepared and published by the DuPage County Health Department. At least three (3) copies of this code have been on file for a period of more than thirty (30) days prior to the adoption of this section and now are on file in the Office of the Village Clerk.

(B) Applicability: This code shall govern the construction, installation, alteration and repair of private septic tanks, private sink drains, private grease traps or private sewerage disposal systems in the Village and it shall be unlawful for any person to construct, install, alter or repair, or cause to be constructed, installed, altered or repaired any private septic tanks, private sink drains, private grease traps or private sewage disposal systems in the Village in violation or without complying with these rules and regulations. Upon application for any permit for private septic tanks, private sink drains, private grease traps or private sewerage disposal systems, the applicant shall show evidence that he has obtained all necessary permits as required by the Illinois Department of Public Health, DuPage County Health Department and all other governmental agencies exercising jurisdiction over the improvement. (Ord. 19-0-10, 6-24-2019)

4-2-27: ELECTRICAL CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the National Electrical Code (NEC), 2023 edition (NFPA 70-2023) as sponsored and published by the National Fire Protection Association and approved by the American National Standards Institute, together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been on file for a period of more

than thirty (30) days prior to the adoption of this section and now is on file in the Office of the Village Clerk. Any reference in the NEC 2023 edition (NFPA 70-2023) to the "authority having jurisdiction" shall mean the building official or his/her designee.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the National Electrical Code:

1. Article 334 Nonmetallic-Sheathed Cable. Types NM, NMC, and NMS: Delete in its entirety.
2. Article 362 Electrical Nonmetallic Tubing. Type ENT: Delete in its entirety
3. Article 394 Concealed Knob-and-Tube Wiring. Delete in its entirety
4. Article 398 Open Wiring on Insulators. Delete in its entirety

(C) Additional Standards And Specifications:

1. Electrical Work To Be Performed By Licensed Electrician: All electrical installations, alterations, replacements and repairs must be performed by a licensed electrician; except that the owner of a single-family home may perform electrical work on that single-family home if said structure is their principal residence.
2. Contractor Requirements For Permit: All electrical contractors working within the Village of Willowbrook must furnish the Department of Municipal Services with a copy of their Municipal electrical license, an up to date Certificate of Insurance and a surety bond prior to the issuance of an electrical permit.
3. Conduit; On Or Below Grade: Heavy wall rigid metal conduit or intermediate metallic conduit shall be used in all poured concrete on or below grade. EMT is not permitted in this application.
4. Conduit; Exposed Exterior: Rigid metallic conduit or intermediate metallic conduit (IMC) shall be used in all exposed exterior installations. EMT is not permitted in this application.
5. PVC Aboveground: No PVC (RNC) shall emerge from the ground, concrete slab or encasement. PVC (RNC) shall convert to galvanized rigid conduit or intermediate conduit prior to its emergence, at the minimum cover depth required by table 300.5.
6. PVC As A Service Entry Conduit: The use of PVC (RNC) is not permitted as a service entrance or service lateral conduit.
7. Use Of EMT: The use of EMT under concrete floor slabs, below grade or outdoors is prohibited.
8. EMT Fittings: Fittings for EMT, heavy wall rigid conduit and intermediate metallic conduit shall either be threaded, set screw or compression type up to and including trade size two inch (2"). Larger than two inch (2") shall utilize threaded or compression fittings only.

9. Low Voltage Conductors: Low voltage conductors (not to exceed 50 volts) may be installed in plenums without raceway protection (except where passing through partitions or subject to mechanical injury) when the conductor/cable is listed by Underwriters Laboratories, Inc. (UL) for this purpose.

10. Distribution/Subpanels; Service Entrance: All distribution/subpanels shall be provided with a main disconnect.

11. Electrical Plan: Where new construction or alteration work involves electrical work of any type, the construction plans shall include a complete electrical plan that contains, where applicable, all the following information and details necessary for a complete review, including, but not limited to, the following:

(a) Size and voltage of existing service.

(b) A panel schedule for all electrical panels affected by the proposed work. Panel schedule shall include, in part, the size of all overcurrent protection devices, and the connected load in wattage (VA) for each branch circuit.

(c) A one-line diagram of the electrical service and service equipment identifying the locations and sizes of all overcurrent protection devices, the size and type of all service entrance and feeder conduit and conductors and complete details on the service grounding system including the types of all grounding electrodes and the size and type of all grounding electrode conductors.

(d) Location of service entrance equipment, panel boards and cabinets.

(e) Size and type of conductor and conduit.

(f) Size, type and location of outlets.

(g) Location of major appliances and equipment.

(h) An equipment schedule identifying all major equipment, appliances, motors, etc., and their electrical specifications and ratings.

(i) A lighting schedule identifying all proposed light fixtures including exit signs and emergency lights and their electrical specifications and ratings.

(j) Locations of all exit signs and emergency lights.

(k) All other documents and information required by the building official.

12. Plan Review: All plans must be reviewed and approved by the Village of Willowbrook building official.

13. Installation Approval: All installations must be approved by the building official in the field prior to occupancy or use.

14. Panel Circuitry Directory Card: Every electrical panel shall contain a permanently affixed panel circuitry directory card identifying all circuits.

15. **Grounding Electrode Clamp:** An approved nonferrous metal tag shall be attached to the grounding electrode clamp giving warning against its removal.

16. **Work Without Benefit Of A Permit:** When work requiring a permit has been started prior to the issuance of such permit, the permit fee shall be double the amount of the standard permit fee. However, in no instance shall the fee for a permit issued under these circumstances exceed the standard permit fee by an amount in excess of:

- (a) **Residential Districts:** Two hundred fifty dollars (\$250.00).
- (b) **Nonresidential Districts:** Seven hundred fifty dollars (\$750.00). (Ord. 19-0-10, 6-24-2019)

4-2-28: FIRE CODE ADOPTED:

(A) **Code Adopted:** There is hereby adopted by reference as if fully set out herein, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2024 International Fire Code, second printing, including Appendix "D", as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been on file for a period of more than thirty (30) days prior to the adoption of this section and now is on file in the Office of the Village Clerk.

(B) **Amendments:** The following additions, insertions, deletions and changes are hereby made to the 2024 International Fire Code, second printing, including Appendix "D":

1. **Section 101.1 Title.** Amend by deleting the words and punctuation marks, "[Name of Jurisdiction]" and insert the words "The Village of Willowbrook."

5. **Section 103.2 Appointment.** Delete in its entirety and in lieu thereof substitute with the following new Section 103.2:

Section 103.2 Appointment. The Fire Code Official shall be the Building Official or his/her designee and shall be appointed by the Chief Appointing Authority of the jurisdiction.

6. **Section 107.2 Schedule of permit fees.** Amend to include a new section 107.2.1 that reads as follows:

Section 107.2.1 Operational permit schedule of fees. An operational permit allows an applicant to conduct an operation(s) for which a permit is required by Section 105.6 in accordance with the schedule as outlined in the fee ordinances. A permit fee shall be charged annually for each type of operational permit in accordance with the schedule as outlined in the fee ordinances (see Operational Permit/Product Description and Fee Table below). A permit shall constitute authority to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property.

Operational Permit/Product Description and Fee Table

Description		Permit Required (Yes or No)	Administrative Permit Fee	IFC Code Reference
Description		Permit Required (Yes or No)	Administrative Permit Fee	IFC Code Reference
A	Compressed Gases. Section 105.6.8: An operational permit is required: Compressed gas. Storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of amounts listed in Table 105.6.8 Exception: Vehicles equipped for and using compressed gas as a fuel to propel the vehicle.	Yes	\$150.00	105.6.8
B	Cryogenic Fluids. Section 105.6.10: An operational permit is required: To produce, store, transport onsite, use, handle or dispense cryogenic fluids in excess of the amount listed in Table 105.6.10	Yes	\$150.00	105.6.10
C	Hazardous Materials. Section 105.6.20: An operational permit is required to: Store, transport onsite, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20	Yes	\$150.00	105.6.20
D	Flammable and Combustible Liquids. Section 5701.4: An operational permit is required:	-	-	-
1	To use or operate a pipeline for the transportation with facilities or flammable or combustible liquids. This requirement shall not apply to the offsite transportation (DOTn) (see section 3501.1.2) nor does it apply to piping systems (see section 3503.6)	Yes	\$150.00	5701.4
2	To store, handle or use of Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except	Yes	\$150.00	5701.4

that a permit is not required for the following:

D	The storage or use of Class I liquids in the fuel tanks of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant unless such storage, in the opinion of the Fire Official would cause an unsafe condition.	No	-	-
2.1				
D	The storage or use of paints, oils, varnishes or similar flammable mixtures when such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.	No	-	-
2.2				
D	To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.	Yes	\$150.00	5701.4
3				
D	To remove Class I or Class II liquids from an underground storage tank used for fueling motor vehicles by means other than the approved, stationary on-site pumps normally used for dispensing purposes.	Yes	\$150.00	5701.4
4				
D	To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.	Yes	\$150.00	5701.4
5				
D	To install, alter, remove, abandon, place temporarily out of service (for more than 90 days) or otherwise dispose of an underground, protected above-ground or above-ground flammable or combustible tank.	Yes	\$150.00	5701.4
6				
D	To change the type of contents stored in a flammable or combustible liquid tank to a material which poses a	Yes	\$150.00	5701.4
7				

	greater hazard than for which the tank was designed and constructed.			
D	To manufacture, process, blend, or 8 refine flammable or combustible liquids.	Yes	\$150.00	5701.4
E	Inspection Fees:	See 4-2- 11(G)(5) of the Village Code		

7. Section 111 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 111:

Section 111 BOARD OF APPEALS.

Section 111.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 111.2 Membership of the board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 111.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 111.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 111.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 111.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section 111.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

8. **Section 112.4 Violation Penalties.** Delete this section in its entirety and in lieu thereof substitute the following new Section 110.4:

Section 112.4 Violation Penalties. Any person who shall violate any provision of this Code shall, upon conviction thereof, be subject to a fine of an amount as provided in Title 1, Chapter 4, of the Village Code of the Village of Willowbrook. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

9. **Section 202 GENERAL DEFINITIONS.** Add the following new definitions:

CORPORATION COUNSEL: The Village Attorney for the Village of Willowbrook.

DEPARTMENT OF FIRE PREVENTION: The Department of Municipal Services of the Village of Willowbrook.

FIRE CODE OFFICIAL: The Building Official or his/her designee of the Village of Willowbrook.

FIRE PREVENTION CODE OR FIRE CODE: The Village of Willowbrook Fire Prevention Code.

MUNICIPALITY: The Village of Willowbrook.

VILLAGE: The Village of Willowbrook.

(C) Adoption of Tri-State Fire Protection District Amendments

1. The Village of Willowbrook hereby adopts 2024 International Fire Code, as amended by the Tri-State Fire Protection District.

2. Where conflicts occur between the adoption of the Tri-State Fire Protection District and the Village of Willowbrook adoption of the 2024 International Fire Code. The requirements of the Village of Willowbrook shall govern.

(D) Enforcement And Delegation Of Duties:

1. The International Fire Code shall be enforced by the building official or his/her designee of the Village of Willowbrook.
2. The building official or his/her designee may delegate the review of all plans submitted in compliance with the terms of this chapter, as well as the inspection of any required construction or improvement, to fire inspectors employed or appointed by any appropriate Fire Department or Fire Protection District. He may further request that such fire inspector give written approval of any plan required under the terms of this chapter.

(D) Prohibited Or Restricted Storage Or Manufacturing:

1. Notwithstanding any provisions of the International Fire Code or any other code, rule or regulation incorporated herein to the contrary, the storage of explosives and blasting agents and the manufacture and/or storage of fireworks is expressly prohibited.
2. The storage of flammable or combustible liquids in outside, aboveground tanks is also expressly prohibited except that storage of flammable or combustible liquids shall be permitted in outside, aboveground tanks provided such tank has a maximum capacity of two thousand one hundred (2,100) gallons and complies with all of the requirements set forth in chapter 57 of the International Fire Code.
3. The bulk storage of liquefied petroleum gas shall be permitted subject to the restrictions contained in chapter 61 of the International Fire Code and shall further not be located near populated areas or congested commercial areas. The bulk storage of liquefied petroleum gas provided for herein shall be permitted only upon written approval of the building official or his/her designee of the Village of Willowbrook.

(E) Regulations Governing Construction Of High Rise Buildings: Notwithstanding any provisions of this International Fire Code to the contrary, no construction, modification, alteration or improvement of any building or structure, whether multi-family, office, industrial or commercial, in excess of the lesser of three (3) stories or thirty feet (30') in height, measured from surrounding grade, shall be commenced until the plans and specifications for such construction, modification, alteration or improvement have been approved by the building official or his/her designee as being in compliance with the following requirements:

1. Water: All plans submitted hereunder shall provide for and depict the location, placement and type of fire hydrants, fire department connections to the standpipe system and sprinkler system. Each such hydrant shall have one 4-1/2-inch and two 2-1/2-inch fire department connections with National Standard Threads (NST).
 - (a) When required by the code such building or structure shall have standpipes of a minimum diameter of four inch (4") and maximum of six inch (6") conforming to National

Fire Protection Association (NFPA) 14 Standpipe Class 1, with the size and location of said standpipes to be as approved by the building official. Each such standpipe shall have a two and one-half inch (2-1/2") NST Fire Department connections equipped with shutoff valves, removable two and one-half inch (2-1/2") to one and one-half inch (1-1/2") NST caps, at each floor in the stairwell. There shall be a minimum of one such standpipe for each stairwell.

(b) When required by the code such building shall be equipped with fire pumps conforming to National Fire Protection Association 20. Said pumps shall be located at the lowest building level or as otherwise designated by the building official or his/her designee.

2. Electrical Systems And Alarm Systems: All plans submitted hereunder shall provide for and depict the location of non-energized conduit wiring and outlets acceptable to the building official or his/her designee for Fire Department or appropriate Fire Protection District use, said wiring and outlets to be located on each and every floor of each such building or structure.

(a) There shall be located on each floor of every such building and structure a conduit and outlet for portable telephones for use by the Fire Department or appropriate Fire Protection District. Each building or structure shall contain a fire alarm system covering all public areas therein, which there shall be located on each floor of every such building and structure a conduit and outlet for portable telephones for use by the Fire Department or appropriate Fire Protection District. Each building or structure shall contain a fire alarm system covering all public areas therein, which system shall minimally comply with the requirements of NFPA 72. Said system shall provide for direct supervised connections to the Fire Department or appropriate Fire Protection District and at least one floor lobby in each such building or structure. Notifier alarm equipment shall be installed with the Fire Department or appropriate Fire Protection District where feasible. Each building or structure shall be provided with emergency lighting as specified in the International Building Code. Each elevator in every such building or structure shall be equipped with a key operated override control and the control panel for said elevator located on the ground floor of each building that shall contain recall controls, all acceptable to the Fire Department or appropriate Fire Protection District. The override control in each elevator shall override all elevator call devices. No elevator call device shall be sensitive to heat, water, light or smoke.

(F) Modifications: The building official or his/her designee of the Village of Willowbrook shall have the power to grant relief from or approve alternate methods or materials to any of the provisions of the International Fire Code, or any rule or regulation incorporated therein, upon written application of any affected owner, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that an equivalency to the prescriptive requirements of the code shall be observed, public safety secured and substantial justice done. The particulars of such alternate method or material, when granted or allowed, and the decision of the building official or his/her designee thereon shall be entered upon the records of the department and a signed copy furnished to the applicants. If and when questions arise pertaining to the

intent of any fire prevention and/or life safety requirement, the current NFPA standards shall be referred to as accepted engineering practices.

(G) Application Of Provisions: Existing buildings or structures when undergoing additions or alterations shall comply with the adopted editions of the International Building Code, International Existing Building Code, and the International Fire Code.

6-24-2019; amd. Ord. 20-0-06, 3-9-2020)

4-2-29: DUPAGE COUNTY COUNTYWIDE STORMWATER AND FLOODPLAIN ORDINANCE ADOPTED:

(A) Ordinance Adopted: There is hereby adopted by reference as if fully set out herein that certain ordinance known as the DuPage County Countywide Stormwater and Floodplain Ordinance as adopted and published by the County of DuPage, State of Illinois, on May 14, 2019 and effective May 28, 2019, together with the additions, insertions, deletions and changes hereinafter set forth, three (3) copies of which have been on file for a period of more than thirty (30) days prior to the adoption hereof and now are on file in the Office of the Village Clerk.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the DuPage County Countywide Stormwater and Floodplain Ordinance adopted by the DuPage County Board May 14, 2019:

1. Section 15-28.A - Amend by deleting the words "one foot above" and in lieu thereof insert the words "three feet above".
2. Section 15-28.B - Amend by deleting the words "one foot above" and in lieu thereof insert the words "three feet above".
3. Section 15-71.A - Amend by adding the sentence "Minor stormwater systems shall be designed to carry the 10-year storm."
4. Section 15-71.E - Amend by adding thereto the following additional language... "In addition, the centerline of the roadway shall be elevated above the flood elevation of fifty year rainfall event (0.02 probabilities in any year)."
5. Section 15-72.D.4 - Delete section 15-72D.4 in its entirety and substitute the following:

"For purposes of calculating the required volume, a control structure shall be assumed that limits the peak runoff from the site to 0.10 cfs/acre for the disturbed area, however that for all developments that are tributary to: (a) the 59th Street storm sewer between Cass Avenue and Holmes Avenue, the maximum release rate shall be 0.07 cfs/acre, (b) Executive Plaza, the maximum release rate shall be 0.04 cfs/acre, (c) Lake Willoway, the maximum release rate shall be 0.06 cfs/acre, and (d) the 63rd Street storm sewer between Richmond Avenue and Illinois Route 83, the maximum release rate shall be 0.03 cfs/acre.

6. Section 15-73 - Amend by adding thereto the following additional language:
 - 15-73.E Storage facilities shall not be located on public or private streets.
 - 15-73F Storage depths on parking lots shall not exceed one foot (1') and no storage shall be allowed in required fire lanes, primary aisles, or handicapped accessible parking stalls and routes."
7. Section 15-73.A.1 - Amend by adding the sentence "If a lower release rate is specified in 15-72.D.4, that rate shall be used for the design of the control structure."
8. Section 15-90.H - Amend by deleting the words "one foot" and in lieu insert the words "three feet"
9. Section 15-98 - Amend by adding Section 15-98.C.1 that states, "The Village of Willowbrook shall receive all Post Construction BMP Fee-in-Lieu payments and shall manage, account for, and expend the funds in accordance with Section 15-98.B of this Ordinance.
10. Appendix A - Amend the definition of Flood Protection Elevation (FPE) by deleting the words "one foot" and inserting the words "three feet."
11. All General Certifications as adopted by the DuPage County Board, and as amended and added to from time to time, are hereby adopted.

(Ord. 19-0-10, 6-24-2019)

4-2-30: MINIMUM SECURITY REGULATIONS:

(A) General Provisions:

1. Purpose: The purpose of this section is to provide minimum standards to safeguard property and public welfare by reducing the potential of successful crime through regulating and controlling the design, construction quality of materials, use and maintenance of all buildings and structures within the Village of Willowbrook and certain equipment specifically regulated herein.
2. Scope: The provisions of this section shall apply to:
 - (a) All new construction in the business, industrial or multiple-family dwelling class.
 - (b) All additions, alterations or repairs to any existing building or structure in the business, industrial or multiple- family dwelling class.
 - (c) The entire building or structure when additions, alterations or repairs made within any twelve (12) month period exceed thirty five percent (35%) of the replacement value of the existing building or structure in the business, industrial or multiple-family dwelling class.

3. Maintenance: All devices or safeguards which are required by this section in a building when erected, altered or repaired shall be maintained in good working order. The owner, or his/her agent, shall be responsible for the maintenance of such devices or safeguards.

4. Alternate Materials And Methods Of Construction: The provisions of this section are not intended to prevent the use of alternate devices or methods of construction other than those prescribed, provided such alternatives afford the same or greater degree of security, and they are approved by the building official or his/her designee. The burden of proving that such alternative meets or surpasses the provisions of this section shall be on the person requesting its approval.

5. Tests: Whenever there is insufficient evidence of compliance with the provisions of this section, or evidence that any material, or any construction does not conform to the requirements of this section, or in order to substantiate claims for alternate materials or methods of construction, the Village may require tests as proof of compliance. These tests are to be made at the expense of the owner by an approved agency. If there are no appropriate test methods specified in this section, the building official or his/her designee shall determine the test procedure.

6. Responsibility Of Security: The owner or his/her agent shall be responsible for compliance with the provisions of this section.

7. Violations: It shall be unlawful for any person, firm or corporation, to erect, construct, enlarge, alter, move, improve, convert, equip, occupy or maintain any building or structure within the Village or cause the same to be done, contrary to or in violation of any of the provisions of this section.

8. Appeals: In order to determine the suitability of an alternate material and method of construction and to provide for reasonable interpretation of the provisions of this section, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the Plan Commission of the Village.

9. Limits Of Requirements Contained In This Section: The provisions of this section shall apply to all business, office, manufacturing and multiple-family residential occupancy classes or zoning districts.

10. Life Safety Factors: No portion of this section shall supersede any other Village or Federal laws, regulations, ordinances or the National Fire Protection Association Life Safety Code.

(B) Commercial Buildings, Minimum Standards:

1. Exterior Doors: Any building requiring panic proof hardware locks, or as otherwise required by the adopted Building Code, on exit doors shall be exempt from the exterior door locking security requirements contained in this section.

(a) A single door shall be secured with either a double cylinder or single cylinder dead bolt without a turn piece with a minimum throw of one inch (1"). Any dead bolt must contain hardened material to repel attempts at cutting through the bolt.

(b) On pairs of doors, the active leaf (door) shall be secured with the type lock required for single doors in subsection (B)1(a) of this section. The inactive leaf shall be equipped with throw bolts or flush bolts at top and bottom with a minimum throw of five-eighths inch (5/8"). The throw bolt must contain hardened materials.

(c) All doors which require locking at top and bottom shall be secured with throw bolts at both top and bottom with a minimum throw of five-eighths inch (5/8"). The throw bolt must contain hardened material.

(d) Cylinders shall be protected with cylinder guards.

(e) Exterior sliding commercial entrances shall be secured as in subsections (B)1(a), (B)1(b), and (B)1(c) of this section.

(f) Rolling overhead doors, solid overhead doors, and sliding or accordion garage type doors, other than security gates or grills as regulated by section 1010 of the adopted Building Code, shall be secured with a cylinder lock or padlock on the inside, when not otherwise controlled or locked by electrical power operation. If a padlock is used on the inside, when not otherwise controlled or locked, it shall be of hardened steel shackle, with minimum five-pin tumbler operation with non-removable key when in an unlocked position.

(g) Metal accordion grate or grill type doors, other than security gates or grills as regulated by section 1010 of the adopted Building Code, shall be equipped with metal lock guide track at top and bottom, and a cylinder lock and/or padlock with hardened steel shackle and minimum five-pin tumbler operation with non-removable key when in an unlocked position. The bottom track shall be so designed that the door cannot be lifted from the track when the door is in the locked position.

(h) Outside hinges on all exterior doors shall be provided with non-removable pins when using pin type hinges, and/or the center hinge shall have a steel dowel projecting a minimum of three-fourths inch (3/4") from one plate into the opposite plate of the hinge.

(i) Doors with glass panels and doors with glass panels adjacent to the door frame shall be secured as follows:

(1) Rated burglary resistant glass or glass like material; or

(2) The glass shall be covered with iron bars of at least one-half inch (1/2") round or one inch by one-fourth inch (1" x 1/4") flat steel material, spaced not more than five inches (5") apart, secured on the inside of the glazing; or

(3) Iron or steel grills of at least one-eighth inch (1/8") material of two inch (2") mesh secured on the inside of the glazing.

(j) Inswing doors shall have rabbited jambs.

(k) Wood doors, not of solid core construction, or with panels therein with less than one and three-eighths inch (13/8") thickness, shall be covered on the inside with at least 16-gauge sheet steel or its equivalent attached with screws on minimum six inch (6") centers.

(l) Jambs for all doors shall be constructed or protected so as to prevent violation of the function of the strike.

(m) All door frames shall be of steel or wood and be so reinforced as to prevent spreading strike plates. On all wood frame doorways, the strike plate shall be of hardened steel construction, a minimum of four inches (4") in length and held in place with at least two (2) screws the minimum length of which shall be sufficient to extend one inch (1") into the stud directly adjacent to the door frame.

2. Accessible Windows:

(a) Accessible windows shall be of rated burglar resistant glazing material.

(b) If the window is the type to be opened, it shall be secured with a locking mechanism capable of withstanding a force of three hundred (300) pounds applied in any direction.

(c) Louvered windows, except those above the first story, shall not be permitted.

(d) Outside hinges on all accessible windows shall be provided with non-removable pins and/or steel dowels projecting a minimum of one-half inch (1/2") from one plate into the opposite plate of the hinge.

3. Ventilating Openings: Ventilating openings, larger than ninety six (96) square inches and utilized for the intake or exhausting of air, shall have a cover securely fastened to the roof or wall so as to prevent easy removal from the exterior by a person using common tools.

4. Roof Openings:

(a) All glass skylights on the roof shall be secured as follows: Skylight units or portions of openings utilizing transparent panels, shall be provided with burglary resistant glazing material, meeting or surpassing Underwriter's Laboratory test 972 and 101/I.S.2/NAFS (Voluntary Performance Specification for Windows, Skylights and Glass). The skylight unit shall be securely fastened to the roof in such a manner as to prevent removal from the exterior by a person using common tools.

(b) All hatchway openings on the roof shall be secured as follows:

(1) If the hatchway is of wooden material, it shall be covered on the inside with at least 16-gauge sheet steel or its equivalent, attached with screws on minimum six inch (6") centers, or at least 17-gauge sheet steel or its equivalent, attached to the outside by rounded head flush bolts or vandal proof screws.

(2) The hatchway shall be secured from the inside with the means approved by the building official.

(3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin type hinges, and/or a steel dowel projecting a minimum of one-half inch (1/2") from one plate into the opposite plate of the hinge.

(c) All air duct or air vent openings exceeding eight inches by twelve inches (8" x 12") on the roof or exterior walls shall be secured as follows:

(1) Iron bars of at least one-half inch (1/2") round or one inch by one-fourth inch (1" x 1/4") flat steel material spaced no more than five inches (5") apart and securely fastened; or

(2) A steel grill of at least one-eighth inch (1/8") material of two inch (2") mesh and securely fastened.

If the barrier is on the outside, it shall be secured with rounded head flush bolts or vandal proof screws.

5. Office Building (Multiple Occupancy): Each entrance door to individual offices shall be considered to be an exterior door and shall be protected as required under the minimum standards for exterior doors in commercial buildings.

6. Illumination:

(a) Open parking lots and access thereto shall be provided with a maintained minimum of 1.0 horizontal foot-candle of light on the parking surface from dusk until not less than thirty (30) minutes after the closing for business of the last commercial establishment serviced by such parking lot.

(b) Parking and other non-enclosed areas under or within buildings at grade shall be provided with a maintained minimum of 1.0 horizontal foot-candle of light on the parking or walking surface from dusk until dawn.

(c) All exterior doors, excluding front doors, shall have a minimum of one hundred watt (100 W) bulb over the outside door. Such bulb shall be protected with a clear polycarbonate cover or cover of equal breaking resistant material, and shall be illuminated during the period from sunset to sunrise.

Notwithstanding any provision contained herein to the contrary, the building official or his/her designee shall have final approval of all illumination and may alter the regulations contained herein, including the times during which illumination is to be provided, so as to lessen the impact on surrounding properties.

7. Building Numbering: Notwithstanding any other provision of this Code to the contrary, each individual commercial establishment shall have the business name displayed on the building or part thereof occupied by said business together with the correct address of the commercial establishment located on all exterior doors thereof.

(C) Multiple-Family Dwellings, Minimum Standards:

1. Exterior Doors: Exterior doors and doors leading from garage areas into multiple dwelling buildings and doors leading into stairwells, except in hotels and motels, shall be equipped with self-closing devices allowing egress to the exterior of the building or into the garage area or stairwell, but requiring a key to be used to gain access to the interior of the building from the outside or garage area or stairwell.

2. Garage Doors: Whenever parking facilities are provided, either under or within the confines of the perimeter walls of any multiple-family dwelling, such facility shall be fully enclosed and provided with a locking device.

3. Entrance Doors To Individual Units:

(a) In hotels, motels and multiple-family dwellings, locks on entrance doors to individual units shall have dead bolts with one inch (1") throw and hardened steel inserts in addition to dead latches with one-half inch (1/2") minimum throw. The locks shall be so constructed that both dead bolts and dead latches can be retracted by a single action of the inside knob. Alternate devices that equally resist illegal entry may be used if approved by the building official.

(b) All doors shall be of solid core with minimum thickness of one and three-fourths inches (13/4").

(c) Vision panels in individual entrance doors or within forty inches (40") of the inside activating device shall be of rated burglary resistant glazing material.

(d) An interviewer or door scope shall be provided in each individual unit entrance door which does not contain a vision panel.

(e) Doors swinging out shall have non-removable hinge pins and/or steel dowels projecting a minimum of one-half inch (1/2") from one hinge plate into the opposite hinge panel.

(f) Inswing doors shall have rabbited jambs.

(g) Jambs for all doors shall be so constructed or protected as to prevent violation of the function of the strike.

(h) Cylinder guards shall be installed on all mortise or rim type cylinder locks whenever the cylinder projects beyond the face of the door or is otherwise accessible to gripping tools.

(i) Door frames shall be of steel or wood and be so reinforced as to prevent spreading.

(j) All door frames shall be of steel or wood and be so reinforced as to prevent spreading strike plates. On all wood frame doorways, the strike plate shall be of hardened steel construction, a minimum of four inches (4") in length and held in place with at least two (2) screws the minimum length of which shall be sufficient to extend one inch (1") into the stud directly adjacent to the door frame.

4. Sliding Glass Doors:

- (a) Sliding glass doors shall meet or exceed the American Architectural Manufacturers' Association as set forth in Standard AAMA/NWWDA 101/I.S.2 or 101/I.S.2/NAFS.
- (b) All single sliding patio doors shall have the movable section of the door sliding on the inside of the fixed portion of the door.
- (c) Dead locks shall be installed on all single sliding patio doors. The lock may be permitted to be operable from the outside by a key utilizing a bored lock cylinder of pin tumbler construction. Mounting screws for the lock case shall be inaccessible from the outside. Lock bolts shall be of hardened steel material insert or bore and shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door with the space of clearance provided for installation and operation. The strike area shall be reinforced to maintain effectiveness of bolt strength.
- (d) Double sliding doors must be locked at the meeting rail and meet the locking requirements in subsection (C)4(c) of this section.

5. Window Protection:

- (a) Windows shall be so constructed that when the window is locked it cannot be lifted from the frame.
- (b) Window locking devices shall be capable of withstanding force of three hundred (300) pounds applied in any direction.
- (c) Sliding glass windows shall meet or exceed the American Architectural Manufacturers' Association as set forth in Standard AAMA/NWWDA 101/I.S.2 or 101/I.S.2/NAFS.

6. Illumination: All multiple-family dwelling buildings with common entrances to more than one unit shall be illuminated during the period from sunset to sunrise with at least the equivalent of a one hundred watt (100 W) bulb. Such bulb shall be covered and protected by a clear polycarbonate cover or cover of equal breaking resistant material.

- (a) Open parking lots and access thereto providing more than ten (10) parking spaces shall be provided with a maintained minimum of 1.0 horizontal foot-candle of light on the parking surface from dusk until dawn.
- (b) Parking and other nonenclosed areas under or within buildings at grade shall be provided with a maintained minimum of 1.0 horizontal foot-candle of light on the parking or walking surface from dusk until dawn.
- (c) Sidewalk and walkways leading from parking lots to buildings or from building to building shall be provided with a maintained minimum of 1.0 horizontal foot-candle of light on the walking surface from dusk to dawn.

Notwithstanding any provision contained herein to the contrary, the building official or his/her designee shall have final approval of all illumination and may alter the regulations contained herein, including the times during which illumination is to be provided, so as to lessen the impact on surrounding properties. (Ord. 19-0-10, 6-24-2019)

4-2-31: MINIMUM HOUSING REGULATIONS:

(A) Inspections:

1. All building or structures within the scope of this chapter and all construction or work for which a permit is required shall be subject to inspection by the Village in accordance with and in the manner provided by this section.
2. Inspection of premises and the issuing of orders in connection therewith under the provisions of this section shall be the responsibility of the building official or his/her designee.
3. The Village is hereby authorized to enter and inspect any dwelling, dwelling unit, rooming unit, dormitory and the surrounding premises subject to the provisions of this section.
4. If any owner, occupant or other person in charge of a dwelling, dwelling unit or rooming unit, or of a multiple dwelling or a rooming house dwelling fails or refuses to permit access or entry for an inspection, the Village, upon showing that a probable cause exists for the inspection, shall seek a court order from the Circuit Court of DuPage County restraining that person from interfering with the inspector's access and entry upon the premises.
5. The Village may collect, publish and disseminate information to the public concerning techniques of maintenance, repair and sanitation in housing and concerning the requirements of this section.

(B) Enforcement:

1. **Responsibility:** It shall be the duty of the building official or his/her designee to enforce the provisions of this section. Whenever, in the opinion of the building official or his/her designee, any violation of the provisions of this section is found to exist, he shall within ten (10) days after the inspection, serve written notice of such alleged violation upon the owner or occupant by:
 - (a) Personal service, or
 - (b) Mailing a copy thereof to the owner or occupant, by first class or certified mail, at his last known address, or
 - (c) Posting a copy thereof in a conspicuous place in or about the building containing the alleged violation.

2. Form Of Notice: Such notice may include more than one alleged violation and shall specify a period of time for compliance, which shall be such time as, in the opinion of the Village, is reasonably required to effect the changes necessary for compliance.

Such notice may contain an outline of remedial action, which if taken, will effect compliance with the provisions of this section and with rules and regulations adopted pursuant thereto.

If any alleged violation of which notice as aforesaid has been given is not corrected or eliminated within the time specified in such notice, the owner or occupant shall be subject to the penalty provisions of this section for each such uncorrected violation and for each day such violation exists after service of this notice.

3. Emergency Action: Whenever the Village finds that an emergency exists which requires immediate action to protect the public health or safety, it may, without notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as it deems necessary to meet the emergency. Notwithstanding the other provisions of this section, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately.

4. Conformity With Ordinances And Statutes: All construction done and installations made to comply with the provisions of this section shall be in accordance with the ordinances of the Village of Willowbrook and Statutes of the State of Illinois regulating such construction and installations.

(C) Retaliatory Eviction By Owner: No owner or lessor shall evict or cause to evict or terminate the tenancy of a renter or lessee solely as retaliation that renter or lessee complains to the Village or the Circuit Court against the owner, charging the owner with violation of this section or with violation of any warranty of habitability accruing to the renter or lessee from the owner.

The fact that the rent or lease consideration of the renter or lessee is not more than thirty (30) days delinquent at the time the owner gives notice of eviction or termination of a lease or rental and the fact that, within six (6) months prior to the notice of eviction or termination of the lease or rental, the renter or lessee has not been convicted of creating a nuisance at the dwelling or dwelling unit from which eviction is sought and the renter shall be *prima facie* evidence that the eviction or termination of lease or rental by the owner is solely retaliatory because that renter or lessee has complained against the owner charging him with violation of this section.

Any person convicted of violation of this section shall be fined not less than two hundred dollars (\$200.00) nor more than the maximum amount permitted under title 1, chapter 4 of this Code.

(D) Criminal Housing Management: Criminal housing management is hereby prohibited. A person commits criminal housing management when, having personal management or control of residential real estate whether as a legal or equitable owner of the residential real estate or as a managing agent or otherwise, he knowingly permits, by his gross

carelessness or neglect, the physical condition or facilities of the residential real estate to become or remain so deteriorated that the health and safety of an inhabitant is endangered.

A person convicted of criminal housing management shall be fined not less than two hundred dollars (\$200.00) nor more than the maximum amount permitted under title 1, chapter 4 of this Code.

(E) Designation As "Unfit For Human Habitation":

1. The Village shall designate a dwelling, dwelling unit, or rooming unit as "unfit for human habitation" when it is damaged, decayed, dilapidated, unsanitary, unsafe, vermin infested, lacks illumination, ventilation, or required sanitation facilities to such extent as to create a clear and present danger to health, life and safety of occupants and is not repaired or corrected in less than seventy two (72) hours after receipt of notice of violation of this section.

2. Whenever any dwelling, dwelling unit or rooming unit has been designated as "unfit for human habitation" the Village shall placard the dwelling indicating that it is unfit for human habitation in accordance with the requirements set out in the Illinois Compiled Statutes, as amended. If occupied, the Village shall order the dwelling, or that part thereof, vacated within twenty four (24) hours.

Occupants shall be relocated and, if necessary, reasonably housed for not more than three (3) days at the expense of the Village. All relocation and housing costs paid by the Village and incurred pursuant to this section shall be reimbursed to the Village by either:

(a) The owner of the dwelling designated "unfit for habitation", provided that the condition of the dwelling was caused in whole or in substantial part by the neglect of the owner, or

(b) By any occupant of the dwelling designated "unfit for human habitation", provided that the condition of the dwelling was caused in whole or in substantial part by the neglect of that occupant, or

(c) By the tenant of the dwelling designated "unfit for human habitation", provided that the condition of the dwelling was caused in whole or in substantial part by the neglect of that tenant, or

(d) By the owner or the occupant or the tenant, jointly, provided that each of those to be held jointly liable has caused by his neglect, in whole or in substantial part, the condition of the dwelling designated "unfit for human habitation".

If the owner is liable for reimbursement of all or any part of the costs under this section, such costs shall constitute a lien against the premises and shall be recovered by the Village.

3. No dwelling, dwelling unit or rooming unit which has been designated as "unfit for human habitation", has been placarded as such, and has been vacated, shall be used again for human habitation until all costs and expenses of relocation and housing of vacated

occupants shall be reimbursed to the Village, all defects have been repaired and corrected, and written approval is given from the Village and the placard is removed by the Village.

4. No person shall deface or remove the placard from any dwelling, dwelling unit or rooming unit which has been designated as "unfit for human habitation" and has been placarded as such. Anyone who violates this section, upon conviction, shall be fined in an amount as provided in title 1, chapter 4 of this Code.

(F) Additional Remedies Preserved: All additional remedies granted to the Village by the Statutes of the State of Illinois are hereby preserved and unimpaired by enactment of this section.

(G) Emergencies:

1. Whenever an emergency exists which requires immediate action to protect the public health, safety or welfare, the building official or his/her designee may issue an order, without notice or hearing, directing the owner, occupant, operator or agent to take appropriate action to correct or abate the emergency.

2. The owner, occupant, operator or agent shall be granted a hearing on the matter upon his request as soon as practicable, but such hearing, in no case, shall stay the abatement of the emergency.

(H) Adoption Of Property Maintenance Code:

1. Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the 2024 International Property Maintenance Code, second printing, as published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been for a period of more than thirty (30) days prior to the effective date hereof and now is on file in the Office of the Village Clerk.

(I) Amendments To Code: The following additions, insertions, deletions and changes are hereby made to the 2024 International Property Maintenance Code, second printing:

1. Section 102.3 Application of other codes. Delete in its entirety and in lieu thereof substitute with the following new Section 102.3:

Section 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions in Title 4 of the Village Code.

2. Section 102.3 Application of other codes. Amend by adding the following new Section 102.3.2:

Section 102.3.2 Plumbing. All references within this code to the "International Plumbing Code" shall be changed to read, "Illinois Plumbing Code, as sponsored and published by the Illinois Department of Public Health, and as amended by Title 4, Chapter 2, Section 24, of the Village Code." The provisions of said Plumbing Code, as amended, shall

apply to the installation, alteration, repair and replacement of plumbing systems, including appliances, fixtures and appurtenances thereto.

3. Section 104 Fees. Delete in its entirety. (Refer to Title 4, Chapter 2, Section 11, of the Village Code for Permit Fees)

4. Section 105.5 Notices and orders. Amend to add the follow new section:

Section 105.5.1 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: delivered personally, or sent by certified, first-class mail or courier addressed to the last known address. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Electronic transmission, i.e. Electronic Mail, also known as E-Mail, or Facsimile also known as Fax, shall be deemed a method of service.

5. SECTION 107 MEANS OF APPEAL. Delete in its entirety and in lieu thereof substitute with the following new SECTION 111:

SECTION 107 BOARD OF APPEALS

Section 107.1 Application for Appeal: Each owner and occupant who is affected by this Section shall have the right to appeal from the decision of the Village made pursuant to this Section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 107.2 Membership of the Board: The board of appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 107.3 Board Actions: All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 107.4 Procedure: The rules of procedure during a hearing on an appeal shall be similar to the procedures of trial for civil matters in the courts of this State except where convenience and necessity require variance therefrom. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 107.5 Board Recommendation: Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 107.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. To recommend the extension of any time allowance provided in this Section and to recommend variance from any provision of this Section upon an owner, renter or lessee, upon presentation of evidence of substantial economic hardship in cases where property and the health and safety of persons are not endangered by physical injury or damage, and where enforcement of the pertinent provision under the circumstances, supported by evidence, would constitute a confiscation of property without compensation contrary to the Constitution of the United State of America and the State of Illinois.

Section 107.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

6. Section 108 Board of Appeals. Delete this section in its entirety without substitution.

7. Section 109 VIOLATIONS. Amend by adding the following new Section 109.6:

Section 109.6 Restraining Actions. Anyone affected by any such order shall within fifteen (15) days after service of such order apply to a court of record for an order restraining the Building Official or his/her designee from razing and removing such structure or parts thereof. The court shall determine whether the order of the code official is reasonable, and if found reasonable, the court shall dissolve the restraining order, and if found not reasonable, the court shall continue the restraining order or modify it as the circumstances may require.

8. SECTION 110 STOP WORK ORDERS. Delete in its entirety. (Refer to Title 4, Chapter 2, Section 13: STOP WORK ORDERS, of the Village Code.)

9. Section 111.2 Closing of vacant structures. Delete in its entirety and in lieu thereof substitute with the following new Section 108.2:

Section 111.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall

be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. Any vacant structure closed up by the owner, or by a public or private agency upon order of the Code Official, shall be deemed as a temporary method in which to abate the nuisance which shall not exceed sixty (60) days in duration. The Code Official may, in conjunction with the Village Attorney, seek a demolition/repair order within the sixty (60) days' time period and/or any time thereof to require repairs or removal of the structure. All associated costs plus administrative fees shall be charged as a lien upon such real estate. 10. Section 113.1 General. Revise the last sentence of the paragraph to read as follows:

... Boarding the building up for future repair shall not extend beyond 90 days, unless approved by the Building Official or his/her designee.

10. Section 302.4 Weeds. Amend by inserting the following dimension:

... "Ten Inches (10")"

11. Section 302.9 Defacement of property. Amend the end of the last sentence to read follows:

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair within 72 hours.

12. Section 302 EXTERIOR PROPERTY AREAS. Amend by adding the following new Section 302.10:

302.10 Tree and Plant Nuisances.

1. Disease Conditions: All trees, shrubs, vines, cuttings, scions, grafts, plants and plant parts and plant products in places within the Village, infested with injurious insect pests or infected with plant diseases which are liable to spread to other plants, plant products or places to the injury thereof, or to the injury of man and animals, and all species and varieties of trees, shrubs, vines and other plants not essential to the welfare of the people of the Village which may serve as a favorable host plant and promote the prevalence and abundance of insect pests and plant diseases, or any stage thereof, injurious to other plants essential to the welfare of the people of this Village.

2. Dangerous Conditions; Encroachments: Any tree, shrub or other planting:

a. Which by its location or condition constitutes a threat to the safety or property of individuals or of the public; or

b. Which obstructs or encroaches upon any street right-of-way, sidewalk, public property or any public or Village utility lines or facilities.

13. Section 304.14 Insect Screens. Amend by inserting the dates:

... January 1 and December 31 in the spaces provided.

14. Section 307.1 General. Delete in its entirety and in lieu thereof substitute with the following new Section 307.1:

Section 307.1 General. Every exterior and interior flight of stairs having three (3) or more risers shall have a handrail on one side of the stair. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches and not more than 38 inches. Depending on the occupancy, the handrails shall meet the requirements of International Building Code Section 1014.3 or International Residential Code Section R311.7.8.5 for graspability. Every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than twenty-four inches (24") above the floor or grade below shall have guards. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards on the open sides of stairs shall have a height of not less than 34 inches measured vertically from a line connecting the nosings.

15. Section 308.3.1 Garbage facilities. Delete in its entirety and in lieu thereof substitute with the following new Section 308.3.1:

Section 308.3.1 Garbage facilities. The owner of every dwelling shall supply an approved leakproof, covered, outside garbage container, and the owner of the premises shall be responsible for the removal of garbage.

16. Section 404.4.1 Room area. Amend the section by adding the following language at the end of the last sentence:

"... Every room intended for sleeping purposes may not include more than two (2) occupants, regardless of floor area."

17. Section 602.2 Residential occupancies. Delete in its entirety and in lieu thereof substitute with the following new Section 602.2:

Section 602.2 Residential occupancies. Every dwelling shall be provided with heating facilities capable of maintaining a room temperature of sixty- eight degrees (68°) Fahrenheit at a level of three feet (3') above the floor and a distance of three feet (3') from the exterior walls in all habitable rooms, bathrooms and toilet rooms based on the outside design temperature required for the locality by the International Plumbing Code, Appendix D.

18. Section 602.3 Heat Supply. Delete in its entirety and in lieu thereof substitute with the following new Section 602.3:

Section 602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit(s), rooming unit(s), dormitory(s) or guest room(s) on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat to maintain a room temperature of not less than sixty-eight degrees (68°) Fahrenheit in all habitable rooms, bathrooms and toilet rooms. The temperature shall be measured at a point three feet (3') above the floor and three feet (3') from the exterior walls. When the outdoor temperature is below the outdoor design temperature required for the locality by the International Plumbing Code, Appendix D, the owner or operator

shall not be required to maintain the minimum room temperatures, provided the heating system is operating at full capacity, with supply valves and dampers in a full open position.

19. Section 602.4 Occupiable work spaces. Insert January 1, December 31.
20. Section 604.2 Service. Delete the last sentence in its entirety and in lieu thereof substitute the following new sentence:

Dwelling units shall be served by a three-wire, 120/240-volt, single-phase electrical service having a rating of not less than one hundred (100) amperes.

21. Section 702.4 Emergency escape openings. Amend by adding this new sentence:

"One emergency escape opening shall lead directly to the outside."

(Ord. 19-0-10, 6-24-2019)

4-2-32: SWIMMING POOL REGULATIONS ADOPTED:

(A) Code Adopted: Swimming pool installations shall comply with the provisions of the 2024 International Swimming Pool and Spa Code, second printing, as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been for a period of more than thirty (30) days prior to the effective date hereof and now is on file in the Office of the Village Clerk.

(B) Amendments To Code: The following additions, insertions, deletions and changes are hereby made to the 2024 International Swimming Pool and Spa Code, second printing:

1. Section 101.1 Title. Delete in its entirety and in lieu thereof substitute with the following new Section 101.1:

Section 101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the Village of Willowbrook, and shall be cited as such. It is referred to herein as "this code".

2. Section 105.4. Permit issuance. Amend to add the following section:

Section 105.4.1 Expiration: Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit shall not have been started within six (6) months after the date of issuance of said permit. Where, under authority of a permit, work has begun and has not been processed for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy permit issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained.

3. Section 108.2 Fee schedule. Delete this section in its entirety and in lieu thereof substitute the following new Section 108.2:

Section 108.2 Fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

4. Section 111 Means of Appeals. Delete this section in its entirety without substitution.

5. Section 112 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 112:

Section 112 BOARD OF APPEALS.

Section 112.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 112.2 Membership of the board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 112.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 112.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 112.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 112.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of

this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section 112.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

6. Section 113.4 Violation penalties. Delete this section in its entirety.
7. Section 114.1 Authority. Delete the last sentence of this section and in lieu thereof substitute the following new sentence:

"... Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the building official or his/her designee to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code.

8. Section 301 General. Amend by adding the following new Section 301.2:

Section 301.2 Location. All outdoor swimming pools and equipment accessory thereto shall be located on any lot in conformance with all applicable zoning regulations contained in Title 9 of the Village Code.

9. Section 302.2 Water service and drainage. Amend to reference the Illinois Plumbing Code in lieu of the International Plumbing Code.

10. Section 302.2 Water service and drainage. Amend by adding the following new Sections 302.2.1 and 302.2.2:

Section 302.2.1. Water Supply. No source of water other than that secured from the village waterworks distribution system or from an individual's privately owned well shall be used to fill any swimming pool.

Section 302.2.2. Pool Fill Notice. Village employees will no longer be available to fill swimming pools as they have in the past. Pools can now be easily filled with a typical garden hose without concern for the sanitary sewer charges. Both the Flagg Creek Water Reclamation District and the DuPage Sanitary District have programs to help offset the sanitary sewer charges for water utilized outside the home. You are encouraged to contact your sanitary sewer provider to learn more about their programs. A backflow prevention device is required on all hose bib connections.

11. Section 323 Safety. Amend by adding the following new Section 323.4:

Section 323.4. Safety Precautions. Every swimming pool shall be equipped with one or more throwing ring buoys not more than fifteen inches (15") in diameter and having sixty feet (60') of three- sixteenths inch (3/16") manila line attached, and one or more light but strong poles with blunted ends being not less than twelve feet (12') in length, for making reach assists or rescues.

(Ord. 19-0-10, 6-24-2019; amd. Ord. 20-0-01, 1-13-2020)

4-2-33: RESIDENTIAL CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain Code known as the International Residential Code for One- and Two-Family Dwellings, 2024, first printing, as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been for a period of more than thirty (30) days prior to the effective date hereof and now is on file in the Office of the Village Clerk.

(B) Amendments To Code: The following additions, insertions, deletions and changes are hereby made to the International Residential Code for One- and Two-Family Dwellings, 2024, first printing:

1. Section R101.1 Title: Amend by deleting the words and punctuation marks, "(Name of Jurisdiction)" and insert the words "The Village of Willowbrook".
2. Section R105.1. Amend to add new subsection that shall read as follows:

Section R105.1.1. Kitchen and Bathroom Remodel Permits. Work performed within a structure that meets the definition of a kitchen, bathroom, or half-bathroom remodel shall not commence without first obtaining a building permit. All work shall comply with the Village of Willowbrook's adopted building, mechanical, plumbing, electrical, and energy codes, and shall meet all applicable requirements for new installations.

3. Section R105.2 Work exempt from permit. Delete in its entirety.
4. Section R105.5 Expiration. Delete in its entirety and in lieu thereof substitute with the following new Section R105.5:

Section R105.5 Extension and expiration of building permit. If after a building permit required by this chapter shall have been granted, if the operation called for by such permit shall not have been started within six (6) months after the date thereof, such permit shall be void and no operation thereunder shall be begun. Where, under authority of a permit, work has begun and has not been prosecuted for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy certificate or certificate of completion issued, all rights

under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The new permit shall only be issued for a period in which to expediently complete the work originally permitted. The completion period of the extended permit shall be approved by the Building Official of his/her designee. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained. Failure to complete the originally permitted work prior to the expiration date of the extended permit shall be a violation of this code and punishable in accordance with the provisions of title 1, chapter 4 of the Village Code.

5. Section R108.1 Payment of fees. Delete in its entirety and in lieu thereof substitute the following new Section R108.1.

Section R108.1 Payment of fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

6. Section R110.2 Change in use. Delete in its entirety and in lieu thereof substitute the following new Section R110.2.

Section R110.2 Change in use. Changes in the character or use of an existing structure shall require that use or structure to be in compliance with all current codes and regulations of the Village of Willowbrook.

7. Section R112 BOARD OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section R112:

Section R112 BOARD OF APPEALS.

Section R112.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section R112.2 Membership of the board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section R112.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section R112.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any

event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section R112.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section R112.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section R112.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

8. Section R113.4 Violation penalties: Delete this section in its entirety and in lieu thereof substitute the following new Section R113.4:

Section R113.4 Violation penalties. Any person who shall violate a provision of this section or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or a directive of the Building Official, or of a permit or certificate issued under the provisions of this section shall be punishable by a fine of not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation continues shall be deemed a separate offense.

9. Section R114.2 Unlawful continuance: Delete this section in its entirety and in lieu thereof substitute the following new Section R114.2:

Section R114.2 Unlawful continuance: Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the building official to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code.

10. Section R202 DEFINITIONS. Amend by adding the following new Definition:

FIRE OFFICIAL/FIRE MARSHALL. The Building Official or his designated agent/representative.

11. Table R301.2(1) Climatic and geographic design criteria. Delete in its entirety and in lieu thereof substitute the following new Table R301.2(1):

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			ICE UNDERLAYMENT REQUIRED ^h	BARRIER	FLOOD HAZARD S ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed (mph)	Topographic effects ^k	Special wind region ^l	Windborne debris zone ^m		Wind	Frost line depth ^b	Termit ^c					
25-psf	±10	NO	NO	NO	B	Severe	42"	Yes	Yes		Note #1	1433	50.6
MANUAL J DESIGN CRITERIAⁿ													
Elevation	Altitude correction factor ^o	Coincident wet bulb	Indoor design humidity	Winter relative humidity	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature					Heating temperature difference		
696	0.985	73	70	70	70	0					70		
Latitude	Daily range	Summer design gains	Indoor design humidity	Summer relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature					Cooling temperature difference		
41	Medium	50%	31	75	81	81					16		

Note #1: Refer to the Village of Willowbrook Municipal Code Section 4-2-29.

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

1. a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C53, ASTM C62, ASTM C73, ASTM C91, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.
2. b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
3. c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
4. d. The jurisdiction shall fill in this part of the table with the wind speed from the [ultimate design wind speeds](#) map (Figure R301.2(2)). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
5. e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
6. f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
7. g. The jurisdiction shall fill in this part of the table with the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas); and the title and date of the currently effective Flood Insurance Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.
8. h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
9. i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
10. j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
11. k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed tip effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
12. l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
13. m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
14. n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
15. o. The jurisdiction shall fill in this section of the [allowable stress design](#) table using the Ground Snow Loads in Figure R301.2(3).

12. TABLE R302.6 DWELLING/GARAGE SEPARATION: Delete in its entirety and in lieu thereof substitute the following new TABLE R302.6:

TABLE R302.6
DWELLING/GARAGE SEPARATION

Separation	Material
From the residence and attics	Not less than 5/8" Type X gypsum board or equivalent applied to the garage side
From all habitable room above the garage	Not less than 5/8" Type X gypsum board or equivalent
(Structures) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8" Type X gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 5/8" Type X gypsum board or equivalent applied to the interior side of the exterior walls that are within this area

13. Section R302.12 Draftstopping. Amend by deleting all reference to the language "1,000 square feet" contained therein and in lieu thereof, the following language shall be substituted:

... "500 square feet"...

14. Section R302.13 Fire protection of floors. Delete exception #2 in its entirety

15. Section R309.1 Floor surface. Amend by adding the following new Section R309.1.1:

Section R309.1.1 Gas curb. All common walls between the garage and dwelling, including any openings for service doors, shall have a six-inch (6") gas curb, or be made gas tight by an approved membrane system.

16. Section R310.2.3 Maximum height from floor. Amend by changing the number 44 inches to 40 inches.

17. Section R310 EMERGENCY ESCAPE AND RESCUE OPENINGS. Amend by adding the following new Section R310.4.4:

Section R310.4.4.1 Protective covers. The opening at the top of all window wells shall be covered with a grate or other material capable of supporting a fifty (50) pound live load on an area equal to one square foot, or a three hundred (300) pound concentrated load acting over an area of four (4) square inches, whichever produces the greater stresses. Said covers shall be removable, and, if locked, shall be able to be opened from the inside without the use of a key, tool or special knowledge.

Exception: Where the basement window extends above the elevation of the window well, a protective rail may be used if Approved by the Building Official.

18. Section R311.7.6 Landings for stairways. Amend by adding the following new Section R311.7.6.1:

Section R311.7.6.1 Anchorage for landings adjacent to stairs. Provide dowel bar anchorage at slabs, sidewalks and other types of landings which are adjacent to exterior concrete stairs. Dowel bars shall be designed and installed so as to maintain integrity of the riser heights as required by Section R311.7.5.1.

19. Section R311.7.8 Handrails. Delete in its entirety and in lieu thereof substitute the following new Section R311.7.8:

Section R311.7.8 Handrails. Handrails shall be provided on not less than one side of each flight of stairs with three or more risers.

20. Section R312.1.1 Where required. Delete in its entirety and in lieu thereof substitute the following new Section R312.1.1:

Section R312.1.1 Where required. Open-sided walking surfaces, including porches, balconies or raised floor surfaces or open sides of stairs located more than 24 inches above the floor or grade below shall have guardrails not less than 36 inches in height. The height of the open-sided walking surface shall be determined by measuring the lowest point of the adjacent grade below located within 3 feet horizontally from the edge of the open-sided walking surface above. Insect screening shall not be considered as a guard.

21. Section R312.1.2 Height. Add the following new exception:

3. Open-sided walking surfaces, including porches, balconies or raised floor surfaces located more than eighty-four inches (84") above the floor or grade below shall have guardrails not less than forty-two inches (42") in height.

22. SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEMS. Delete in its entirety in lieu thereof substitute the following new SECTION R313:

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEMS.

Section R313.1.1 Design and installation. Automatic sprinkler systems for *townhouses* shall be designed and installed in accordance with [NFPA 13D](#).

Section R313.2.1 Design and installation. Automatic sprinkler systems for *townhouses* shall be designed and installed in accordance with [NFPA 13D](#).

23. Section R402.1 Wood foundations. Delete in its entirety.

24. Figure R403.1(2) Permanent wood foundation basement wall section. Delete in its entirety.

25. Figure R403.1(3) Permanent wood foundation crawl space section. Delete in its entirety.

26. Section R403.2 Footings for wood foundations. Delete in its entirety.
27. Section R403.3 Frost protected shallow foundations. Delete in its entirety.
28. Section R404.2 Wood foundation walls. Delete in its entirety.
29. Section R405.1 Concrete or masonry foundations. Amend the last sentence by deleting the dimension of six inches (6") and in lieu thereof adding the dimension of ten inches (10").
30. Section R405.1 Concrete or masonry foundations. Amend by deleting the Exception.
31. Section R405.1 Concrete or masonry foundations. Amend by adding the following new Section R405.1.2:

Section R405.1.2 Sump pump discharge. Sump pumps must discharge a minimum of three feet (3') from the foundation walls. Discharge must conform to the approved grading plan and in no case shall be extended closer than ten feet (10') from the rear or side property lines. Regardless of the permitted location, distance notwithstanding, the discharge may not cause a nuisance or hazard to neighboring properties or public right-of-ways.

Where the sump pump discharge is installed underground, the installation shall be approved by the Village Civil Engineer. Said discharge shall be through a minimum four inch (4") perforated pipe incased within a minimum of twelve inch (12") clean gravel (no fines).

 32. Section R405.2 Wood foundations. Delete in its entirety.
 33. Section R406.3 Dampproofing for wood foundations. Delete in its entirety.
 34. Section R408.4 Access. Delete in its entirety and in lieu thereof substitute the following new Section R408.4:

Section R408.4 Access. Provide an access opening to all under-floor spaces of not less than twenty-four inches by twenty-four inches (24" x 24"). Through wall access openings shall not be located under a door to the residence. See International Mechanical Code Section 306.4 for access requirements where mechanical equipment located under floors.

 35. Section R502.4 Joists under bearing partitions. Amend by adding the following new Section R502.4.1:

Section R502.4.1 Joists below bathtubs. The number of joists which support and run parallel to the length of a bathtub shall be doubled.
36. SECTION R504 PRESSURE PRESERVATIVELY TREATED-WOOD FLOORS (ON GROUND). Delete in its entirety.

37. Section R506.1 General. Delete in its entirety and in lieu thereof substitute the following new Section R506.1.

Section R506.1 Concrete slab-on-ground floors, other than garage floors, shall be a minimum four inches (4") thick. Garage floor slabs are required to be a minimum of five inch (5") thick, concrete slab shall be reinforced with 6 x 6 number ten (10) wire mesh which shall extend the entire width and length of the concrete. For expansive soils, see Section R403.1.8. The specified compressive strength of concrete shall be as set forth in Section R402.2. On attached garages where an overdig exists for foundation footings, excavation must be backfilled with washed stone or a cohesive soil compacted in eight inch (8") lifts.

38. Section R801.3 Roof drainage. Amend by adding the following Section R801.3.1.

Section R801.3.1 Gutters and downspouts. All structures over 150 square feet in area shall be provided with gutters and downspouts along all roof edges located parallel to the grade below unless omission is specifically permitted by the Building Inspector. Downspouts must discharge to a splash block or other approved means of dispersement, and such discharge shall be made away from the building in accordance with the approved grading plans, and shall not cause a nuisance or damage to neighboring properties. Discharge must conform to the approved grading plan and in no case shall be extended closer than 10 feet from the rear or side property lines. Regardless of the permitted location, distance notwithstanding, the discharge may not cause a nuisance or hazard to neighboring properties or public right-of-ways.

39. Section R1004 FACTORY-BUILT FIREPLACES. Amend by adding the following new Section R1004.6:

Section R1004.6 Fireplace chimney enclosures. All exposed exterior chimney sections for fireplaces, wood burning stoves and similarly appliances, shall be enclosed in a chimney chase which provides for proper clearances per manufacturer's requirements and is constructed of masonry or approved materials consistent with the construction of the existing structure.

40. Delete Chapter 11 in its entirety. Refer to the Illinois Energy Conservation Code.

41. Delete Part V (Chapters 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23) in its entirety. See adopted edition of the International Mechanical Code.

42. Delete Chapter 24 in its entirety. See the adopted edition of the International Fuel Gas Code.

43. Delete Part VII (Chapters 25, 26, 27, 28, 29, 30, 31, 32, and 33) in its entirety. See the Illinois Plumbing Code as adopted by the Village of Willowbrook.

44. Delete Part VIII (Chapters 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43) in its entirety. See the adopted edition of the National Electrical Code.

(Ord. 19-0-10, 6-24-2019)

4-2-34: FUEL GAS CODE ADOPTED:

(A) **Code Adopted:** There is hereby adopted by reference as if fully set out herein that certain code known as the 2024 International Fuel Gas Code, second printing, prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been on file for a period of more than thirty (30) days prior to the adoption of this section and now is on file in the Office of the Village Clerk.

(B) **Amendments:** The following additions, insertions, deletions and changes are hereby made to the 2024 International Fuel Gas Code, second printing:

1. **Section 101.1 Title.** Delete in its entirety and in lieu thereof substitute with the following new Section 101.1:

Section 101.1 Title. These regulations shall be known as the Fuel Gas Code of the Village of Willowbrook, and shall be cited as such. It is referred to herein as "this code".

2. **Section 106.5.3. Expiration.** Delete this section in its entirety and in lieu thereof substitute the following new section:

Section 106.5.3 Expiration: Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit shall not have been started within six (6) months after the date of issuance of said permit. Where, under authority of a permit, work has begun and has not been processed for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy permit issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained.

3. **Section 106.5.4 Extensions.** Amend by deleting the last sentence of the section.
4. **Section 109.2 Schedule of permit fees.** Delete this section in its entirety and in lieu thereof substitute the following new Section 109.2:

Section 109.2 Fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

5. **Section 113 Means of Appeal.** Delete this section in its entirety.

6. Section 114 Board of Appeals. Delete this section in its entirety and in lieu thereof substitute the following new Section 109:

Section 114 BOARD OF APPEALS.

Section 114.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 114.2 Membership of the board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 114.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 114.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 114.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 114.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section 114.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation

may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

7. Section 115.4 Violation penalties. Delete this section in its entirety.
8. Section 116.1 Authority. Amend to include the following at end of section.

"... Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the building official to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code."

9. Section 301.6 Plumbing connections. Delete this section in its entirety and in lieu thereof substitute the following new Section 301.6:

Section 301.6 Plumbing connections. Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the most current Illinois Plumbing Code.

10. SECTION 403 PIPING MATERIALS. Amend by adding the following new Section 403.1.1:

Section 403.1.1 Gas piping materials. All fuel gas supply and distribution piping shall be black iron. Copper pipe and flexible pipe shall be used for appliance hookup only when a flexible connection is absolutely required. No flexible appliance connection piping may pass through any wall or ceiling assembly. All sections and wording to the contrary shall be deleted.

(Ord. 19-0-10, 6-24-2019)

4-2-35: EXISTING BUILDING CODE ADOPTED:

(A) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the 2024 International Existing Building Code, second printing, as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one copy of which has been for a period of more than thirty (30) days prior to the effective date hereof and now is on file in the Office of the Village Clerk.

(B) Amendments To Code: The following additions, insertions, deletions and changes are hereby made to the 2024 International Existing Building Code, second printing:

1. Section 101.1 Title: Amend by deleting the words and punctuation marks, "(Name of Jurisdiction)" and insert the words "The Village of Willowbrook".

2. Section 105.2 Work exempt from permit. Delete in its entirety and in lieu thereof substitute with the following new Section 105.2:

Section 105.2 Work exempt from permit. Contact the Village of Willowbrook Building Official or his/her designee in writing for a determination if a permit is required for small repairs

3. Section 105.5 Expirations. Delete in its entirety and in lieu thereof substitute with the following new Section 105.5:

Section 105.5 Extension and expiration of building permit. If after a building permit required by this chapter shall have been granted, if the operation called for by such permit shall not have been started within six (6) months after the date thereof, such permit shall be void and no operation thereunder shall be begun. Where, under authority of a permit, work has begun and has not been prosecuted for a continuous or cumulative period of six (6) months, all rights under such permits shall thereupon terminate and work can be continued only after application for and issuance of a new permit. Where, under authority of a permit, work has not been completed within eighteen (18) months after the issuance of such permit and an occupancy certificate or certificate of completion issued, all rights under such permit shall thereupon terminate and work can be continued only after application for and issuance of a new permit. The new permit shall only be issued for a period in which to expediently complete the work originally permitted. The completion period of the extended permit shall be approved by the Building Official or his/her designee. The fee for said new permit shall be equivalent to the fee applicable to the original building permit obtained. Failure to complete the originally permitted work prior to the expiration date of the extended permit shall be a violation of this code and punishable in accordance with the provisions of title 1, chapter 4 of the Village Code.

4. Section 108.1 Payment of fees. Delete this section in its entirety and in lieu thereof substitute the following new Section 108.1:

Section 108.1 Payment of fees. A Permit shall not be Issued until the review process has been completed and Approved and the fees prescribed in Title 4, Section 4-2-11 of the Village Municipal Code have been paid and accepted, nor shall an Amendment to a Permit be released until the additional fee, if any, due to an increase of the installation, has been paid and accepted.

5. Section 109.3 Required inspections. Amend by adding the following new Sections 109.3.11 and 109.3.12:

Section 109.3.11 Masonry firebox inspection. Masonry firebox inspections shall be made before flue/chimney installation and after the fireplace firebox and smoke shelf is completed.

Section 109.3.12 Stocking and training inspection. Stocking and training inspection shall be made after the completion of construction and prior to the installation of any stock, merchandise and non permanent/movable tenant fixtures and furniture, and prior to the allowance of tenant employee occupancy and/or training.

6. Section 112 BOARD OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 112:

Section 112 BOARD OF APPEALS.

Section 112.1 Application for appeal: Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the Village made pursuant to this section. All appeals shall be made to the Board of Appeals of the Village of Willowbrook as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the Village.

Section 112.2 Membership of the board. The Board of Appeals shall be the Plan Commission of the Village of Willowbrook. A majority of the members of the Plan Commission then holding office shall constitute a quorum.

Section 112.3 Board actions. All actions of the Board must have the concurrence of a majority of those members then holding office. Action on an appeal brought before the Board may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the Board in his absence.

Section 112.4 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for zoning appeals as adopted by the Plan Commission. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section 112.5 Board recommendation. Recommendation to the corporate authorities from the Board shall be made within such time as may be set by the chairman, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section 112.6 Powers of the Board: The Board of Appeals shall have the following powers:

a. To make fact findings and to review fact findings of the Village, provided that fact findings of the Village shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section 112.7 Board Review: Within thirty (30) days of the receipt of the recommendations of the Board of Appeals, the corporate authorities shall grant or deny the time extension or variation, or refer the matter back to the Board of Appeals for further consideration. If the Board of Appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the corporate authorities. If the Board of Appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation

may be granted only by favorable vote of two-thirds (2/3) of the corporate authorities. The corporate authorities shall not grant a time extension or variation unless they have made findings of fact based upon evidence adduced by the hearing held by the Board of Appeals.

7. Section 113.4 Violation penalties: Delete this section in its entirety and in lieu thereof substitute the following new Section 113.4:

Section 113.4 Violation penalties. Any person who shall violate a provision of this section or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or a directive of the Building Official, or of a permit or certificate issued under the provisions of this section shall be punishable by a fine of not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation continues shall be deemed a separate offense.

8. Section 114.3 Unlawful continuance: Delete this section in its entirety and in lieu thereof substitute the following new Section 114.3:

Section 114.3 Unlawful continuance: Any person who shall continue any type of work in or about the structure after having been served with a stop work order, except such work as that person is directed by the Building Official to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than that prescribed by Title 4, Section 4-2-13(B) of the Village Code.

9. Section 202 DEFINITIONS. Amend by adding the following new Definition:

FIRE OFFICIAL/FIRE MARSHAL. The Building Official or his designated agent/representative.

(Ord. 19-0-10, 6-24-2019)



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.f.

DATE: December 15, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A FIVE (5) YEAR RENEWAL AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE AND MAINTENANCE OF AXON BODY-WORN CAMERAS, AXON FLEET IN-CAR CAMERAS, AND AXON TASERS FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$403,340.43 FOR FIVE (5) YEARS

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Review and consider approval of a renewal proposal from Axon Enterprise, Inc. for a five (5) year purchase and maintenance agreement covering the Police Department's Axon body-worn cameras, Axon Fleet in-car cameras, and Axon Taser devices. The proposal includes all hardware, software, maintenance, storage, licensing, training, and accessories at an annual "all-in" cost of \$80,668.09 for five (5) years, for a total amount not to exceed \$403,340.43.

BACKGROUND/SUMMARY

In May 2021, the Village Board approved two separate five-year maintenance agreements with Axon Enterprise, Inc. totaling \$298,774.70 for ten (10) Axon Fleet 3 in-car cameras and twenty-six (26) Axon Body 3 cameras. These agreements will expire in May 2026.

In June 2023, the Board also approved a separate five-year purchase and maintenance agreement for seven (7) Axon Taser 7 devices totaling \$25,562.90, which is set to renew in July 2027.

Since the original approvals, the Police Department has added two (2) additional body-worn cameras, one (1) additional docking station, one (1) additional in-car camera, and several software enhancements.

To proactively plan for the FY2026–2027 budget, staff contacted Axon in September 2025 to review renewal options. As part of this process, staff requested that Axon provide bundled pricing for all existing products under a single contract to evaluate potential cost savings and multi-product discounts.

2021-2025 Agreement

Equipment	BWC	BWC Audit Software	In-Car Camera	Taser	Taser Ammo	Taser Training	Total
Cost	\$38,388	\$1,260	\$14,802	\$3,700	\$4,550	\$1,500	\$64,200



Based on Axon's updated pricing structure, the proposed "all-in" annual cost is \$80,668.09, an increase of \$16,468 from the previous agreements. The proposal includes upgrading the Department's Taser 7 devices to Axon's newest-generation Taser 10 platform. The upgrade package includes a \$7,000 buyback credit for the existing Taser 7 devices, \$6,000 in complimentary Axon Virtual Reality training equipment, as well as all Taser 10 training cartridges, holsters, licensing, and maintenance for the full contract term.

Without the Taser 10 upgrade, the revised agreement would decrease to \$66,829 annually. However, the Village would continue to incur the current Taser 7 annual costs, including training supplies and ammunition. A breakdown of the agreement with and without the Taser 10 upgrade is provided below.

2026-2030 Agreement

	BWC / Fleet Cost	BWC / Fleet / Taser
	\$66,829	\$80,668
Taser contract	\$3,700	\$0.00
Ammo	\$4,550	\$0.00
Training	\$1,500	\$0.00
Total	\$76,579	\$80,668
Difference		\$4,089

TASER 10 Upgrade Rationale

More agencies nationwide have begun transitioning to Taser 10 for the following reasons:

- Fires up to 10 probes, allowing multiple opportunities to achieve neuromuscular incapacitation (NMI) without reloading under stress.
- Better performance overcoming traditional limitations such as missed probes, heavy clothing, or minimal probe spread.
- Offers a greater effective operational range, improving officer safety and de-escalation distance.
- Allows individually aimed probes rather than fixed-pair deployments.
- Aligned with Axon's newest training standards, emphasizing accuracy and decision-making.
- Fully integrates with Axon Evidence and the existing Axon ecosystem.

In summary, the Taser 10 offers improved distance, accuracy, and real-world effectiveness, particularly in dynamic encounters where the Taser 7 may fail due to probe spread or clothing barriers. Staff anticipates that Axon will phase out support for the Taser 7 platform in upcoming years.

DISCOUNTS INCLUDED IN THE PROPOSED BUNDLE

Axon has agreed to the following incentives as part of the five-year agreement:

- Buyback for seven (7) Taser 7 devices: **\$7,000.00**
- Free Virtual Reality on-site setup and training: **\$6,000.00**
- Free Axon Performance licenses: **\$18,228.00**
- Free Device Connectivity licenses: **\$9,105.60**
- Free additional Taser 10 holsters: **\$1,548.00**

Total Discount Value: \$41,881.60

The included Axon VR program provides immersive training and de-escalation modules specific to the Taser 10 and will supplement the Department's hands-on scenario-based training requirements under the Illinois Law



Enforcement Training and Standards Board (ILETSB). This virtual platform will enhance current training and complement the VirTra V300 simulator at the Homeland Security and Training Institute.

GRANT OPPORTUNITIES

Staff plans to apply for the current ILETSB grant cycle to offset costs related to body-worn cameras, in-car cameras, storage, licensing, and associated technology. In the previous grant cycle, the Department received \$77,123.42 which was applied for two years of Axon contract costs. The current grant covers purchases through June 30, 2030, and staff will request the maximum allowable reimbursement.

To qualify for the FY26 grant cycle, the Axon quote must be finalized prior to the ILETSB deadline of December 31, 2025. There is no guarantee that future grant funding will be available.

FINANCIAL IMPACT

The proposed five-year Axon purchase and maintenance agreement includes all hardware, software, storage, licensing, training, and equipment for body-worn cameras, in-car cameras, and Taser devices at an annual cost of \$80,668.09, for a total not to exceed \$403,340.43 over the contract term.

If approved, the quote will be executed, and delivery/billing will not take place until May 2026. The full cost of the agreement will be incorporated into the proposed FY2026–2027 budget.

RECOMMENDED ACTION:

Approve the five (5) year purchase and maintenance agreement with Axon Enterprise, Inc. in the amount of \$80,668.09 per year, for a five-year total cost not to exceed \$403,340.43, and authorize the Village Administrator to execute all necessary documents.

RESOLUTION NO. 25-R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A FIVE (5) YEAR RENEWAL AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE AND MAINTENANCE OF AXON BODY-WORN CAMERAS, AXON FLEET IN-CAR CAMERAS, AND AXON TASERS FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$403,340.43 FOR FIVE (5) YEARS

WHEREAS, the Village previously entered into separate five (5)-year purchase and maintenance agreements with Axon Enterprises, Inc. for multiple Axon Fleet 3 In-Car Cameras, Axon Body 3 Cameras, and Axon 7 Taser Devices for the Police Department; and

WHEREAS, the Police Department has a past satisfactory relationship with Axon Enterprises, Inc.'s provision of said hardware, software, and training services; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that the five (5)-year purchase renewal agreement submitted by Axon Enterprises, Inc. for the acquisition of Axon Fleet 3 In-Car Cameras, Axon Body 4 Cameras and Taser 10 Devices with accessories, licenses, warranties, and maintenance will improve the efficiency of Village Police Department operations.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal from Axon Enterprises, Inc. for the five (5)-year purchase renewal agreement for multiple Axon Fleet 3 In-Car Cameras, Axon Body 4 Cameras; and Axon Taser 10 Devices, with licenses, accessories, warranties and maintenance, at a total cost not to exceed Four Hundred Three Thousand Three Hundred Forty and 43/100ths Dollars (\$403,340.43) for the five (5)-year period, and attached hereto as Exhibit "A", is accepted and approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed and authorized to execute said proposal and purchase renewal agreement on behalf of the Village.

ADOPTED and APPROVED this 15th day of December, 2025, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-764113-45979MM

Issued: 11/18/2025



Quote Expiration: 12/31/2025

Estimated Contract Start Date: 06/01/2026

Account Number: 162886

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Willowbrook Police Dept. - IL 7760 S Quincy St Willowbrook, IL 60527-5532 USA	Willowbrook Police Dept. - IL 7760 S Quincy St Willowbrook IL 60527-5532 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Lauren Kaspar Phone: 6303252808 Email: lkaspar@willowbrook.il.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$403,340.43
ESTIMATED TOTAL W/ TAX	\$403,340.43

Discount Summary

Average Savings Per Year	\$36,643.76
TOTAL SAVINGS	\$183,218.78

Payment Summary

Date	Subtotal	Tax	Total
May 2026	\$80,668.08	\$0.00	\$80,668.08
May 2027	\$80,668.08	\$0.00	\$80,668.08
May 2028	\$80,668.09	\$0.00	\$80,668.09
May 2029	\$80,668.09	\$0.00	\$80,668.09
May 2030	\$80,668.09	\$0.00	\$80,668.09
Total	\$403,340.43	\$0.00	\$403,340.43

Quote Unbundled Price:	\$593,115.20
Quote List Price:	\$507,011.60
Quote Subtotal:	\$403,340.43

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$267.85)	(\$267.85)	\$0.00	(\$267.85)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$6,405.68	\$6,405.68	\$0.00	\$6,405.68
BWCUwTAP	BWC Unlimited with TAP	28	60	\$128.58	\$99.66	\$99.66	\$167,428.80	\$0.00	\$167,428.80
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	60	\$134.65	\$86.66	\$70.00	\$29,400.00	\$0.00	\$29,400.00
C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	60	\$54.12	\$43.33	\$43.33	\$46,796.40	\$0.00	\$46,796.40
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	60	\$148.39	\$139.74	\$139.74	\$92,228.40	\$0.00	\$92,228.40
A la Carte Hardware									
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18			\$86.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72034	AXON FLEET 3 - SIM INSERTION - VZW	11			\$15.00	\$15.00	\$165.00	\$0.00	\$165.00
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11			\$349.00	\$349.00	\$3,839.00	\$0.00	\$3,839.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11			\$1,899.00	\$1,899.00	\$20,889.00	\$0.00	\$20,889.00
H00002	AB4 Multi Bay Dock Bundle	4			\$3,277.80	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	28			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73739	AXON PERFORMANCE - LICENSE	28	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	60		\$5.42	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	60		\$10.85	\$10.85	\$18,228.00	\$0.00	\$18,228.00
73618	AXON COMMUNITY REQUEST	28	60		\$10.85	\$10.85	\$18,228.00	\$0.00	\$18,228.00
A la Carte Services									
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$403,340.43	\$0.00	\$403,340.43

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	28	1	05/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	31	1	05/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	31	1	05/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	31	1	05/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	05/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	05/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	05/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	7	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	7	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100126	AXON VR - TACTICAL BAG	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	130	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100748	AXON VR - CONTROLLER - TASER 10	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	05/01/2026
A la Carte	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	1	05/01/2026
A la Carte	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	1	05/01/2026
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	1	05/01/2026
A la Carte	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	1	05/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	1	05/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	05/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	11/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	28	1	11/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	05/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	05/01/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	05/01/2030
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	28	1	05/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	05/01/2031
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	11	1	05/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	7	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	7	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	7	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	18	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101703	AXON VR - USER ACCESS - TASER SKILLS	18	06/01/2026	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	18	06/01/2026	05/31/2031
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	06/01/2026	05/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	06/01/2026	05/31/2031
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	11	06/01/2026	05/31/2031
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	22	06/01/2026	05/31/2031
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	06/01/2026	05/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	06/01/2026	05/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	28	06/01/2026	05/31/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	28	06/01/2026	05/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	7
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	7
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	18
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	18
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	11
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100197	AXON VR - EXT WARRANTY - HEADSET	1	05/01/2027	05/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/01/2027	05/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	28	05/01/2027	05/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	05/01/2027	05/31/2031
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	11	05/01/2027	05/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7760 S Quincy St	Willowbrook	IL	60527-5532	USA
2	7760 S Quincy St	Willowbrook	IL	60527-5532	USA

Payment Details

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$6,405.68	\$0.00	\$6,405.68
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$267.85)	\$0.00	(\$267.85)
Year 1	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	\$0.00	\$0.00	\$0.00
Year 1	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	\$720.34	\$0.00	\$720.34
Year 1	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	\$3,919.57	\$0.00	\$3,919.57
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	\$30.96	\$0.00	\$30.96
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$0.00	\$0.00	\$0.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	\$0.00	\$0.00	\$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	\$3,420.26	\$0.00	\$3,420.26
Year 1	73618	AXON COMMUNITY REQUEST	28	\$3,420.26	\$0.00	\$3,420.26
Year 1	73739	AXON PERFORMANCE - LICENSE	28	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	28	\$31,416.03	\$0.00	\$31,416.03
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	\$5,516.52	\$0.00	\$5,516.52
Year 1	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	\$8,780.78	\$0.00	\$8,780.78
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	\$17,305.53	\$0.00	\$17,305.53
Year 1	H00001	AB4 Camera Bundle	28	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$80,668.08	\$0.00	\$80,668.08

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	\$0.00	\$0.00	\$0.00
Year 2	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	\$779.66	\$0.00	\$779.66
Year 2	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	\$4,242.36	\$0.00	\$4,242.36
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	\$33.51	\$0.00	\$33.51
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$0.00	\$0.00	\$0.00
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	\$0.00	\$0.00	\$0.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	\$3,701.93	\$0.00	\$3,701.93
Year 2	73618	AXON COMMUNITY REQUEST	28	\$3,701.93	\$0.00	\$3,701.93
Year 2	73739	AXON PERFORMANCE - LICENSE	28	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	28	\$34,003.23	\$0.00	\$34,003.23
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	\$5,970.85	\$0.00	\$5,970.85
Year 2	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	\$9,503.90	\$0.00	\$9,503.90
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	\$18,730.71	\$0.00	\$18,730.71
Year 2	H00001	AB4 Camera Bundle	28	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$80,668.08	\$0.00	\$80,668.08

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	\$0.00	\$0.00	\$0.00
Year 3	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	\$779.66	\$0.00	\$779.66
Year 3	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	\$4,242.36	\$0.00	\$4,242.36
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	\$33.51	\$0.00	\$33.51
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$0.00	\$0.00	\$0.00
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	\$0.00	\$0.00	\$0.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	\$3,701.93	\$0.00	\$3,701.93
Year 3	73618	AXON COMMUNITY REQUEST	28	\$3,701.93	\$0.00	\$3,701.93
Year 3	73739	AXON PERFORMANCE - LICENSE	28	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	28	\$34,003.24	\$0.00	\$34,003.24
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	\$5,970.85	\$0.00	\$5,970.85
Year 3	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	\$9,503.90	\$0.00	\$9,503.90
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	\$18,730.71	\$0.00	\$18,730.71
Year 3	H00001	AB4 Camera Bundle	28	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$80,668.09	\$0.00	\$80,668.09

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	\$0.00	\$0.00	\$0.00
Year 4	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	\$779.66	\$0.00	\$779.66
Year 4	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	\$4,242.36	\$0.00	\$4,242.36
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	\$33.51	\$0.00	\$33.51
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$0.00	\$0.00	\$0.00
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	\$0.00	\$0.00	\$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	\$3,701.93	\$0.00	\$3,701.93
Year 4	73618	AXON COMMUNITY REQUEST	28	\$3,701.93	\$0.00	\$3,701.93
Year 4	73739	AXON PERFORMANCE - LICENSE	28	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	28	\$34,003.24	\$0.00	\$34,003.24
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	\$5,970.85	\$0.00	\$5,970.85
Year 4	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	\$9,503.90	\$0.00	\$9,503.90
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	\$18,730.71	\$0.00	\$18,730.71
Year 4	H00001	AB4 Camera Bundle	28	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$80,668.09	\$0.00	\$80,668.09

May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	\$0.00	\$0.00	\$0.00
Year 5	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	11	\$779.66	\$0.00	\$779.66
Year 5	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	11	\$4,242.36	\$0.00	\$4,242.36
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	72034	AXON FLEET 3 - SIM INSERTION - VZW	11	\$33.51	\$0.00	\$33.51
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	11	\$0.00	\$0.00	\$0.00

May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	28	\$0.00	\$0.00	\$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	28	\$3,701.93	\$0.00	\$3,701.93
Year 5	73618	AXON COMMUNITY REQUEST	28	\$3,701.93	\$0.00	\$3,701.93
Year 5	73739	AXON PERFORMANCE - LICENSE	28	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	28	\$34,003.24	\$0.00	\$34,003.24
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	7	\$5,970.85	\$0.00	\$5,970.85
Year 5	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	18	\$9,503.90	\$0.00	\$9,503.90
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	11	\$18,730.71	\$0.00	\$18,730.71
Year 5	H00001	AB4 Camera Bundle	28	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$80,668.09	\$0.00	\$80,668.09

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-353040, Q-444221, Q-531647, Q-531697, Q-557159, Q-730373, Q-762053,

Agency is terminating those contracts effective 6/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$6,137.83

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - CNUS031304 - 10/9/2025 - (\$2,883.30)

Signature

Date Signed

11/18/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Willowbrook Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.g.

DATE: December 15, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND RATIFYING AN AMENDMENT TO THE JOINT AGREEMENT WITH THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION (“SEASPAR”)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

Staff is requesting the Board approve amending the Joint Agreement with SEASPAR as one of its member entities.

BACKGROUND/SUMMARY

During the Budget development process for fiscal 2026, SEASPAR Executive Director, Matt Corso, experienced a hurdle that was unforeseen from previous budget cycles. The Cook County member entities had not received their EAV values for the current year. Based on the Joint Agreement, the SEASPAR budget is to be comprised of the EAV value of the member community for the current year multiplied by the member contribution rate to determine each members yearly contribution to SEASPAR. As a result of the significant delay in Cook County communities receiving their EAV updates, it was agreed upon to amend the Joint Agreement to use the previous year’s EAV to calculate member contributions. This would eliminate the potential of any issue in the future and provide available and relevant information for budget development.

In addition, many of the Cook County communities have been receiving their tax payments later in the year. Therefore, a second amendment was recommended to extend the due date of the second member contribution payment to December instead of November.

Attached is the memo from Matt Corso to the SEASPAR Board Members explaining the rationale for the amendment changes.

FINANCIAL IMPACT

There is no financial impact to approving the amendment to the Joint Agreement.

RECOMMENDED ACTION:

Staff recommends approving the amendment to the Joint Agreement of SEASPAR

AGENDA ITEM 10.B

To: **SEASPAR Board of Directors**
From: **Matthew Corso, Executive Director**
Subject: **Resolution #2025-02 Amending the Joint Agreement of SEASPAR**
Date: **November 11, 2025**

There are two proposed changes to the SEASPAR Joint Agreement included in one resolution. This resolution has been reviewed by counsel Adam Simon of Ancel Glink.

Per the Joint Agreement, the amendment process involves two steps:

1. The SEASPAR Board must approve the resolution by a two-thirds vote of its members.
2. At least two-thirds of all member entities must then pass a similar resolution at their own Board meetings to ratify the amendment.

The resolution for SEASPAR Board approval is enclosed in this packet. Once approved, I will provide each Board member with a draft resolution to adapt to your agency's standards and present for ratification. I can also supply a brief explanation of the changes for your Board materials if desired.

This amendment stems from our Board discussion during the recent budget approval process. Currently, SEASPAR uses the most *recent* Equalized Assessed Valuation (EAV) report to set the levy. However, the Cook County EAV report is almost always delayed, meaning that when the levy rate is approved, the final dollar amount for Cook County communities is still unknown. This forces SEASPAR to make assumptions about member contributions and creates challenges for both SEASPAR and those communities in developing accurate budgets.

To address this, it is proposed that SEASPAR use the *preceding* year's EAV report instead. For example, when preparing the FY2027 budget and levy, SEASPAR would use the 2024 EAV report rather than waiting for the 2025 report. Using the prior year's report will allow us to begin the budget process with confirmed figures in place.

The second proposed change, recommended by Adam Simon, adjusts the due date for the second installment of member contributions by one month to December. He suggested this knowing disbursements for Cook County communities are typically delayed.

Staff Recommendation:

Approve Resolution #2025-02, amending the SEASPAR Joint Agreement to:

1. Use the preceding calendar year's Equalized Assessed Valuation when calculating member contributions, and
2. Extend the second installment payment due date to December.



SERVING THE COMMUNITIES OF:

BROOKFIELD • CLARENDON HILLS • DARIEN • DOWNERS GROVE • INDIAN HEAD PARK • LA GRANGE
LA GRANGE PARK • LEMONT • LISLE • WESTERN SPRINGS • WESTMONT • WILLOWBROOK • WOODRIDGE

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
RATIFYING AN AMENDMENT TO THE JOINT AGREEMENT WITH THE
SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION
("SEASPAR")**

WHEREAS, the Southeast Association for Special Parks and Recreation ("SEASPAR") is an intergovernmental special recreation association organized under the Illinois Municipal Code and the Illinois Park District Code; and

WHEREAS, the Village of Willowbrook is a member of SEASPAR; and

WHEREAS, SEASPAR has adopted a Joint Agreement which defines the terms and conditions of membership and the by-laws for the operation of the agency; and

WHEREAS, the Joint Agreement was last amended in June, 2023 and remains in full force and effect as of the date of this Resolution; and

WHEREAS, the SEASPAR Board of Directors desires to amend the Joint Agreement to change the data used to calculate Assessments because of recurring failures and delays by Cook County in reporting the aggregate equalized assessed values of local park districts and municipalities; and

WHEREAS, the SEASPAR Board of Directors desires to amend the Joint Agreement to delay the due date for the second installment of Assessments because of recurring failures and delays by Cook County collecting and disbursing the second installment of annual *ad valorem* tax bills; and

WHEREAS, the corporate authorities of the Village of Willowbrook desire to approve and ratify the amendment to the Joint Agreement.

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

SECTION 1: Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

SECTION 2: Amendment to Joint Agreement. The Mayor and Board of Trustees of the Village of Willowbrook hereby adopt and approve a proposed amendment to the Joint Agreement, by revising Article V as described below:

V. ASSESSMENTS

Each Member Entity shall be liable for and pay to the Association an annual amount of the total cost of operating the Association, based on the following formula: The total assessed valuation of each Member Entity shall be added together to determine the total assessed valuation for the Association, using for this purpose the assessed valuation from the preceding calendar year. The total amount to be raised by taxation shall be divided by the total assessed valuation calculated to yield an estimated rate. This rate shall be applied to the assessed valuation of each Entity separately to determine the amount of money to be contributed by each Entity, not to exceed the statutory limit. All monies will be held in a separate fund and accounted for to the Association.

Each Member Entity shall pay one-half (50%) of its annual assessment on or before June 15; the remaining balance shall be paid on or before December 15. SEASPAR shall notify each Member Entity of this due date by sending an invoice approximately 30 days prior to due dates.

Assessments shall be calculated and certified to Member Entities by November 1 of each year or as approved by the majority of the SEASPAR Board.

SECTION 3: Effective Date of Amendment to the Joint Agreement. This Amendment to the Joint Agreement shall be in full force and take effect when the governing bodies for 2/3rds of the current members of SEASPAR ratify the Amendment by approving a corresponding resolution, as described in Article VI of the Joint Agreement.

SECTION 4: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 15th day of December, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: December 15, 2025

SUBJECT:

MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Amy Curtin, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is requesting to transfer surplus funds from the General Fund to the Opportunity Reserve Fund.

BACKGROUND/SUMMARY

At the December 12, 2022 Village Board meeting, the Village Board passed the following motions:

- a. Change the General Fund's fund balance policy from 33% (120 days) to a range of 40% to 50% of approved operating expenditures.
- b. Create an Opportunity Reserve Fund that accounts for the surplus funds transferred from the General Fund and use of these funds, as directed by the Board.
- c. Transfer \$6,189,686.80 from the General Fund to the Opportunity Reserve Fund.

The increase in the targeted reserve of the General Fund's fund balance from 33% to a range of 40% to 50% allows Village staff to better manage economic uncertainty and cash flow needs, while yielding available resources for unexpected occurrences and/or planned opportunities. The surplus funds in the Opportunity Reserve Fund add flexibility to future annual budgets, as the Village Board may appropriate and approve these funds to be used for capital projects, economic development, debt service payments, and/or unforeseen events or needs.

FINANCIAL IMPACT

In keeping with the fund balance policy of the General Fund, which is to keep a reserve of 40–50% of total approved operating expenditures, the targeted fund balance at 40% is \$5,375,437 with surplus funds of \$4,441,563 Village staff is recommending that \$4,441,563 of surplus funds be transferred from the General Fund to the Opportunity Reserve Fund.

If approved, the Opportunity Reserve Fund total balance expected at the end of this fiscal year will be \$11,465,839.

RECOMMENDED ACTION:

Pass the motion to transfer the surplus funds from the General Fund to the Opportunity Reserve Fund.



Village of **WILLOWBROOK**

Public Works

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: November 10, 2025

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A THREE YEAR AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CINTAS CORPORATION FOR THE PURCHASE OF FACILITY SERVICES AND JANITORIAL SUPPLIES AT A COST NOT TO EXCEED \$42,152.40 (\$14,050.80 ANNUALLY)

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The purpose of this report is to seek Village Board approval to enter into a Facility Services Agreement with Cintas Corporation for the provision of floor mat, restroom, and related facility support services at various Village facilities.

The intent of this agreement is to streamline facility service operations, consolidate vendor management, and reduce overall costs through the use of a single, comprehensive provider.

BACKGROUND/SUMMARY

The Village of Willowbrook currently utilizes multiple vendors to provide facility-related services such as janitorial supplies, floor mats, shop towels, and first aid products for the Village Hall, Community Resource Center, Police Department, and Public Works facility.

To improve service consistency, simplify invoicing, and secure competitive pricing, staff solicited proposals for a consolidated facility services program.

Cintas Corporation, a national provider of facility and uniform services, submitted a proposal that meets the Village's operational needs while offering flexibility and measurable cost savings.

At present, the Village utilizes four separate vendors at a total annual cost of approximately \$16,000. Under the proposed agreement, Cintas would consolidate these services at an estimated annual cost of \$14,050.80, resulting in savings of about \$1,500 annually. The actual cost may fluctuate slightly based on extreme seasonal variations, or future adjustments to the scope of services and products.

These services and associated costs are part of the OMNIA Partners Cooperative Purchasing Program, which offers pre-negotiated, competitively solicited contracts that ensure compliance, reduce administrative workload, and leverage collective purchasing power to achieve lower pricing and shipping costs.

In addition to direct cost savings, Village staff will realize operational efficiencies by eliminating the need for a full-time employee to manage inventory, place supply orders, and offload deliveries on a weekly basis.



Under the proposed agreement, Cintas will provide the following services:

- Floor mat service for Village Hall, Police Department, Community Resource Center, and Public Works
- Restroom supply management (soap, paper products, and air fresheners)
- Janitorial supply replenishment

Service frequency will vary by location based on operational needs.

FINANCIAL IMPACT

Location	Monthly Cost
Community Resource Center	\$323.10
Village Hall	\$410.50
Police Department	\$299.40
Public Works	\$137.90
Total Monthly Cost	\$1,170.90
Estimated Annual Cost	\$14,050.80
Estimated Annual Savings	\$1,500.00

RECOMMENDED ACTION:

Staff recommends that the Village Board approve the Facility Services Agreement with Cintas Corporation through the OMNIA Partners Cooperative Purchasing Program for the provision of floor mat, restroom, and related facility services at Village facilities.



HARD-WORKING STYLE & COMFORT

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Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Community Resource Center	Prepared For Willowbrook Community Resource Center		
Delivery Address 825 Midway Dr	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : (630) 323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X27069 SIG SOAP SVC	Weekly	5	\$ 2.500	\$ 12.500
				Auto LR: No Buy Back: No
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	4	\$ 25.000	\$ 25.000
				Auto LR: No Buy Back: No
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	5	\$ 0.000	\$ 0.000
				Auto LR: No Buy Back: No
 X2650 WET MOP LARGE	Weekly	2	\$ 2.000	\$ 4.000
				Auto LR: No Buy Back: No
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	4	\$ 15.000	\$ 15.000
				Auto LR: No Buy Back: No
 X6680 DISP URINAL MAT SVC	Weekly	2	\$ 1.400	\$ 2.800
				Auto LR: No Buy Back: No
 X9210 URINAL SCREEN SVC	Weekly	2	\$ 1.500	\$ 3.000
				Auto LR: No Buy Back: No
 X27026 SIG AIR SVC	Weekly	4	\$ 3.700	\$ 14.800
				Auto LR: No Buy Back: No

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X27028 SIG AIR RFL MANGO	Weekly	1	\$ 0.000	\$ 0.000
				Auto LR: No Buy Back: No
 X2478 4X6 SCRAPER MAT	Weekly	2	\$ 4.000	\$ 8.000
				Auto LR: No Buy Back: No
 X2272 FC4 NEUTRAL FLR CLNR	Weekly	2	\$ 1.000	\$ 2.000
				Auto LR: No Buy Back: No
 X2275 GL1 GLASS&SURF CLNR	Weekly	2	\$ 3.000	\$ 6.000
				Auto LR: No Buy Back: No
 X2276 RR1 DISNFCT/ RR CLNR	Weekly	2	\$ 3.000	\$ 6.000
				Auto LR: No Buy Back: No
 X2506 DS1 NEUTRAL DISNFCT	Weekly	2	\$ 3.000	\$ 6.000
				Auto LR: No Buy Back: No
 X8072 SIG SANT SVC	Weekly	2	\$ 1.500	\$ 3.000
				Auto LR: No Buy Back: No
 X2495 LOGO SCRAPER 4X6	Weekly	2	\$ 9.000	\$ 18.000
				Auto LR: No Buy Back: No
 X10197 4X6 TRAFFIC MAT	Every other Weeks	1	\$ 10.000	\$ 5.000
				Auto LR: No Buy Back: No
 X10198 3X10 TRAFFIC MAT	Every other Weeks	1	\$ 14.000	\$ 7.000
				Auto LR: No Buy Back: No
 X10196 3X5 TRAFFIC MAT	Every other Weeks	2	\$ 10.000	\$ 10.000
				Auto LR: No Buy Back: No
 X45696 B&V FACIAL TISSUE BOX RFL	Every 4 Weeks	5	\$ 1.000	\$ 1.250
				Auto LR: No Buy Back: No
 X27153 SIG RFL BAG HD CLR/ROL	Weekly	1	\$ 3.000	\$ 3.000
				Auto LR: No Buy Back: No

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X62295 DISINFECTANT WIPES 800 COUNT	Every 4 Weeks	1	\$ 25.000	\$ 6.250
Auto LR: No Buy Back: No				
Weekly Total :				\$ 158.60

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 89.10
Every Other Week Delivery Total	\$ 133.10
Monthly Delivery Total	\$ 323.10
Average Weekly Total	\$ 158.60

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Sales Partner

KRSACOKS@CINTAS.COM

UR v2



Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Community Resource Center	Prepared For Willowbrook Community Resource Center		
Delivery Address 825 Midway Dr	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : (630) 323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.500
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1	\$ 25.000
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	1	\$ 0.000
 X2650 WET MOP LARGE	Weekly	1	\$ 2.000
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 15.000
 X6680 DISP URINAL MAT SVC	Weekly	1	\$ 1.400
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.500
 X27026 SIG AIR SVC	Weekly	1	\$ 3.700

Non-Garments / Services	Frequency	Inventory	Unit Price
 X27028 SIG AIR RFL MANGO	Weekly	1	\$ 0.000
 X2478 4X6 SCRAPER MAT	Weekly	1	\$ 4.000
 X2272 FC4 NEUTRAL FLR CLNR	Weekly	1	\$ 1.000
 X2275 GL1 GLASS&SURF CLNR	Weekly	1	\$ 3.000
 X2276 RR1 DISNFCT/ RR CLNR	Weekly	1	\$ 3.000
 X2506 DS1 NEUTRAL DISNFCT	Weekly	1	\$ 3.000
 X8072 SIG SANT SVC	Weekly	1	\$ 1.500
 X2495 LOGO SCRAPER 4X6	Weekly	1	\$ 9.000
 X10197 4X6 TRAFFIC MAT	Every other Weeks	1	\$ 10.000
 X10198 3X10 TRAFFIC MAT	Every other Weeks	1	\$ 14.000
 X10196 3X5 TRAFFIC MAT	Every other Weeks	1	\$ 10.000
 X45696 B&V FACIAL TISSUE BOX RFL	Every 4 Weeks	1	\$ 1.000
 X27153 SIG RFL BAG HD CLR/ROL	Weekly	1	\$ 3.000
 X62295 DISINFECTANT WIPES 800 COUNT	Every 4 Weeks	1	\$ 25.000

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

#

Sales Partner

KRSACOKS@CINTAS.COM

UR v2





HARD-WORKING STYLE & COMFORT

READY™



Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Police Dept	Prepared For Willowbrook Police Dept		
Delivery Address 7760 S Quincy St	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : 630-325-2808

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X10202 3X10 XTRAC MAT ONYX	Weekly	3	\$ 10.000	\$ 30.000
				Auto LR: No Buy Back: No
 X27069 SIG SOAP SVC	Weekly	7	\$ 2.500	\$ 17.500
				Auto LR: No Buy Back: No
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	7	\$ 0.000	\$ 0.000
				Auto LR: No Buy Back: No
 X84401 4X6 LOGO MAT	Every other Weeks	3	\$ 13.000	\$ 19.500
				Auto LR: No Buy Back: No
 X9210 URINAL SCREEN SVC	Weekly	2	\$ 1.500	\$ 3.000
				Auto LR: No Buy Back: No
 X6680 DISP URINAL MAT SVC	Weekly	2	\$ 1.400	\$ 2.800
				Auto LR: No Buy Back: No
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	8	\$ 15.000	\$ 30.000
				Auto LR: No Buy Back: No
 X2650 WET MOP LARGE	Weekly	2	\$ 2.000	\$ 4.000
				Auto LR: No Buy Back: No

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
	X84001 3X10 LOGO MAT	Every other Weeks 1	\$ 12.000	\$ 6.000 Auto LR: No Buy Back: No
	X10192 4X6 XTRAC MAT ONYX	Every other Weeks 1	\$ 10.000	\$ 5.000 Auto LR: No Buy Back: No
	X1405 HAND SANITIZER SVC	Weekly 7	\$ 2.300	\$ 16.100 Auto LR: No Buy Back: No
	X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks 1	\$ 25.000	\$ 6.250 Auto LR: No Buy Back: No
	X2272 FC4 NEUTRAL FLR CLNR	Weekly 2	\$ 1.000	\$ 2.000 Auto LR: No Buy Back: No
	X2275 GL1 GLASS&SURF CLNR	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
	X2276 RR1 DISNFCT/ RR CLNR	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
	X2506 DS1 NEUTRAL DISNFCT	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
Weekly Total :				\$ 160.15

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 93.40
Every Other Week Delivery Total	\$ 154.40
Monthly Delivery Total	\$ 299.40
Average Weekly Total	\$ 160.15

#

Sales Partner

KRSACOKS@CINTAS.COM

UR v2



Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Police Dept	Prepared For Willowbrook Police Dept		
Delivery Address 7760 S Quincy St	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : 630-325-2808

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price
 X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$ 10.000
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.500
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	1	\$ 0.000
 X84401 4X6 LOGO MAT	Every other Weeks	1	\$ 13.000
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.500
 X6680 DISP URINAL MAT SVC	Weekly	1	\$ 1.400
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 15.000
 X2650 WET MOP LARGE	Weekly	1	\$ 2.000

Non-Garments / Services	Frequency	Inventory	Unit Price
	X84001 3X10 LOGO MAT	Every other Weeks	1 \$ 12.000
	X10192 4X6 XTRAC MAT ONYX	Every other Weeks	1 \$ 10.000
	X1405 HAND SANITIZER SVC	Weekly	1 \$ 2.300
	X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1 \$ 25.000
	X2272 FC4 NEUTRAL FLR CLNR	Weekly	1 \$ 1.000
	X2275 GL1 GLASS&SURF CLNR	Weekly	1 \$ 3.000
	X2276 RR1 DISNFCT/ RR CLNR	Weekly	1 \$ 3.000
	X2506 DS1 NEUTRAL DISNFCT	Weekly	1 \$ 3.000

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

#

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HARD-WORKING STYLE & COMFORT

READY™



Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Public Works	Prepared For Willowbrook Public Works		
Delivery Address 700 Willowbrook Centre Pwky	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : (630) 323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X27069 SIG SOAP SVC	Weekly	3	\$ 2.500	\$ 7.500
				Auto LR: No Buy Back: No
 X27070 SIG SOAP RFL FOAM	Weekly	1	\$ 0.000	\$ 0.000
				Auto LR: No Buy Back: No
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.500	\$ 1.500
				Auto LR: No Buy Back: No
 X6680 DISP URINAL MAT SVC	Weekly	1	\$ 1.400	\$ 1.400
				Auto LR: No Buy Back: No
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	2	\$ 15.000	\$ 7.500
				Auto LR: No Buy Back: No
 X2650 WET MOP LARGE	Weekly	1	\$ 2.000	\$ 2.000
				Auto LR: No Buy Back: No
 X10192 4X6 XTRAC MAT ONYX	Every other Weeks	3	\$ 10.000	\$ 15.000
				Auto LR: No Buy Back: No
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1	\$ 25.000	\$ 6.250
				Auto LR: No Buy Back: No

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
	X2272 FC4 NEUTRAL FLR CLNR	Weekly 2	\$ 1.000	\$ 2.000 Auto LR: No Buy Back: No
	X2275 GL1 GLASS&SURF CLNR	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
	X2276 RR1 DISNFCT/ RR CLNR	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
	X2506 DS1 NEUTRAL DISNFCT	Weekly 2	\$ 3.000	\$ 6.000 Auto LR: No Buy Back: No
	X27026 SIG AIR SVC	Weekly 1	\$ 4.500	\$ 4.500 Auto LR: No Buy Back: No
	X45696 B&V FACIAL TISSUE BOX RFL	Weekly 1	\$ 1.000	\$ 1.000 Auto LR: No Buy Back: No
	X9542 ZEP CHERRY BOMB 4000ML	Weekly 1	\$ 0.000	\$ 0.000 Auto LR: No Buy Back: No
	X9543 4000 HD CHERRY SVC	Weekly 1	\$ 15.000	\$ 15.000 Auto LR: No Buy Back: No
Weekly Total :				\$ 81.65

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 52.90
Every Other Week Delivery Total	\$ 82.90
Monthly Delivery Total	\$ 137.90
Average Weekly Total	\$ 81.65

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Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name Willowbrook Public Works	Prepared For Willowbrook Public Works		
Delivery Address 700 Willowbrook Centre Pwky	Delivery Address 2 :		
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : (630) 323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.500
 X27070 SIG SOAP RFL FOAM	Weekly	1	\$ 0.000
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.500
 X6680 DISP URINAL MAT SVC	Weekly	1	\$ 1.400
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 15.000
 X2650 WET MOP LARGE	Weekly	1	\$ 2.000
 X10192 4X6 XTRAC MAT ONYX	Every other Weeks	1	\$ 10.000
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1	\$ 25.000

Non-Garments / Services	Frequency	Inventory	Unit Price
 X2272 FC4 NEUTRAL FLR CLNR	Weekly	1	\$ 1.000
 X2275 GL1 GLASS&SURF CLNR	Weekly	1	\$ 3.000
 X2276 RR1 DISNFCT/ RR CLNR	Weekly	1	\$ 3.000
 X2506 DS1 NEUTRAL DISNFCT	Weekly	1	\$ 3.000
 X27026 SIG AIR SVC	Weekly	1	\$ 4.500
 X45696 B&V FACIAL TISSUE BOX RFL	Weekly	1	\$ 1.000
 X9542 ZEP CHERRY BOMB 4000ML	Weekly	1	\$ 0.000
 X9543 4000 HD CHERRY SVC	Weekly	1	\$ 15.000

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

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Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name	Prepared For		
Village Of Willowbrook - Village Hall	Village Of Willowbrook		
Delivery Address	Delivery Address 2 :		
835 Midway Dr			
City : Willowbrook	State / Province : IL	Zip / Postal Code : 60527	Phone : 630-323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X10189 3X5 XTRAC MAT ONYX	Every other Weeks	2	\$ 10.000	\$ 10.000
			Auto LR: No Buy Back: No	
 X27069 SIG SOAP SVC	Weekly	9	\$ 2.500	\$ 22.500
			Auto LR: No Buy Back: No	
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	4	\$ 25.000	\$ 25.000
			Auto LR: No Buy Back: No	
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	9	\$ 0.000	\$ 0.000
			Auto LR: No Buy Back: No	
 X10192 4X6 XTRAC MAT ONYX	Every other Weeks	8	\$ 10.000	\$ 40.000
			Auto LR: No Buy Back: No	
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	7	\$ 15.000	\$ 26.250
			Auto LR: No Buy Back: No	
 X6680 DISP URINAL MAT SVC	Weekly	2	\$ 1.400	\$ 2.800
			Auto LR: No Buy Back: No	
 X9210 URINAL SCREEN SVC	Weekly	2	\$ 1.500	\$ 3.000
			Auto LR: No Buy Back: No	

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
	X27026 SIG AIR SVC	Weekly 6	\$ 3.700	\$ 22.200 Auto LR: No Buy Back: No
	X27028 SIG AIR RFL MANGO	Weekly 1	\$ 0.000	\$ 0.000 Auto LR: No Buy Back: No
	X2478 4X6 SCRAPER MAT	Weekly 1	\$ 4.000	\$ 4.000 Auto LR: No Buy Back: No
	X2272 FC4 NEUTRAL FLR CLNR	Weekly 4	\$ 1.000	\$ 4.000 Auto LR: No Buy Back: No
	X2275 GL1 GLASS&SURF CLNR	Weekly 4	\$ 3.000	\$ 12.000 Auto LR: No Buy Back: No
	X2276 RR1 DISNFCT/ RR CLNR	Weekly 4	\$ 3.000	\$ 12.000 Auto LR: No Buy Back: No
	X2506 DS1 NEUTRAL DISNFCT	Weekly 4	\$ 3.000	\$ 12.000 Auto LR: No Buy Back: No
	X8072 SIG SANT SVC	Weekly 2	\$ 1.500	\$ 3.000 Auto LR: No Buy Back: No
	X84401 4X6 LOGO MAT	Weekly 1	\$ 8.000	\$ 8.000 Auto LR: No Buy Back: No
Weekly Total :				\$ 206.75

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 105.50
Every Other Week Delivery Total	\$ 205.50
Monthly Delivery Total	\$ 410.50
Average Weekly Total	\$ 206.75

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Proposal Date: 11/04/2025
Expiration Date: 12/04/2025

Customer Name	Prepared For		
Village Of Willowbrook - Village Hall	Village Of Willowbrook		
Delivery Address	Delivery Address 2 :		
835 Midway Dr			
City :	State / Province :	Zip / Postal Code :	Phone :
Willowbrook	IL	60527	630-323-8215

Facility Services

Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price
 X10189 3X5 XTRAC MAT ONYX	Every other Weeks	1	\$ 10.000
 X27069 SIG SOAP SVC	Weekly	1	\$ 2.500
 X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1	\$ 25.000
 X27070 SIG SOAP RFL FOAM	Every 4 Weeks	1	\$ 0.000
 X10192 4X6 XTRAC MAT ONYX	Every other Weeks	1	\$ 10.000
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 15.000
 X6680 DISP URINAL MAT SVC	Weekly	1	\$ 1.400
 X9210 URINAL SCREEN SVC	Weekly	1	\$ 1.500

Non-Garments / Services	Frequency	Inventory	Unit Price
	X27026 SIG AIR SVC	Weekly	1 \$ 3.700
	X27028 SIG AIR RFL MANGO	Weekly	1 \$ 0.000
	X2478 4X6 SCRAPER MAT	Weekly	1 \$ 4.000
	X2272 FC4 NEUTRAL FLR CLNR	Weekly	1 \$ 1.000
	X2275 GL1 GLASS&SURF CLNR	Weekly	1 \$ 3.000
	X2276 RR1 DISNFCT/ RR CLNR	Weekly	1 \$ 3.000
	X2506 DS1 NEUTRAL DISNFCT	Weekly	1 \$ 3.000
	X8072 SIG SANT SVC	Weekly	1 \$ 1.500
	X84401 4X6 LOGO MAT	Weekly	1 \$ 8.000

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

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RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
A THREE YEAR AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND CINTAS CORPORATION FOR
THE PURCHASE OF FACILITY SERVICES AND JANITORIAL SUPPLIES
AT A COST NOT TO EXCEED \$42,152.40 (\$14,050.80 ANNUALLY)**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals for facility services and janitorial supplies through the OMNIA Partners Cooperative Purchasing Program; and

WHEREAS, the Village deems it appropriate to enter into a three (3) year agreement with Cintas Corporation to provide facility services and janitorial supplies to the Village at a cost not to exceed Forty-Two Thousand One Hundred Fifty-Two and 40/100 Dollars (\$42,152.40); and

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, as if fully recited herein.

SECTION 2: The three (3) year agreement with Cintas Corporation for facility services and janitorial supplies, as set forth in the Proposal and Agreement attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Forty-Two Thousand One Hundred Fifty-Two and 40/100 Dollars (\$42,152.40), is hereby approved.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a three (3) year Agreement/Purchase Order with Cintas Corporation, for facility services and janitorial supplies to the Village at a total cost not to exceed Forty-Two Thousand One Hundred Fifty-Two and 40/100 Dollars (\$42,152.40).

SECTION 4: That this Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED and APPROVED this 15th day of December, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

AGREEMENT

Workplace Solutions Cooperative
Acceptance Agreement



Main Corp Code 13897 / MLA # 211011348
GPO # 211011196

Service Location No _____

: 023K MLRA/NA : 0211011348 Account Number

: _____

12/15/2025

Contract _____ No :Date :

b2245f29-a2b9-4611-b4a4-76db25e95488

Business Index :Dynamics ID :

Customer Name	DBA Name		
Village of Willowbrook	Village of Willowbrook		
Delivery Address	Delivery Address 2 :		
835 Midway Dr			
City :	State / Province :	Zip / Postal Code :	Phone :
Willowbrook	IL	60527	(630) 323-8215

*This agreement is effective as of the date of execution for a term of 36 months from the date of installation

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
X27069 	Weekly	3	\$ 2.500
SIG SOAP SVC			Auto LR: No Buy Back: No
X27070 	Weekly	1	\$ 0.000
SIG SOAP RFL FOAM			Auto LR: No Buy Back: No
X9210 	Weekly	1	\$ 1.500
URINAL SCREEN SVC			Auto LR: No Buy Back: No
X6680 	Weekly	1	\$ 1.400
DISP URINAL MAT SVC			Auto LR: No Buy Back: No
X27083 	Every 4 Weeks	2	\$ 15.000
SIG DUALTP RFL PAPER			Auto LR: No Buy Back: No

	X2650	Weekly	1	\$	2.000
	WET MOP LARGE				Auto LR: No Buy Back: No
Non-Garments / Services		Frequency	Inventory	Unit Price	
	X10192 4X6 XTRAC MAT ONYX	Every other Weeks	3	\$	10.000
					Auto LR: No Buy Back: No
	X27012 SIG ZFOLD RFL PAPER/CS	Every 4 Weeks	1	\$	25.000
					Auto LR: No Buy Back: No
	X2272	Weekly	2	\$	1.000
	FC4 NEUTRAL FLR CLNR				Auto LR: No Buy Back: No
	X2275	Weekly	2	\$	3.000
	GL1 GLASS&SURF CLNR				Auto LR: No Buy Back: No
	X2276	Weekly	2	\$	3.000
	RR1 DISNFCT/ RR CLNR				Auto LR: No Buy Back: No
	X2506	Weekly	2	\$	3.000
	DS1 NEUTRAL DISNFCT				Auto LR: No Buy Back: No
	X27026	Weekly	1	\$	4.500
	SIG AIR SVC				Auto LR: No Buy Back: No
	X45696	Weekly	1	\$	1.000
	B&V FACIAL TISSUE BOX RFL				Auto LR: No Buy Back: No
	X9542	Weekly	1	\$	0.000
	ZEP CHERRY BOMB 4000ML				Auto LR: No Buy Back: No
	X9543	Weekly	1	\$	15.000
	4000 HD CHERRY SVC				Auto LR: No Buy Back: No

Storage

Charge Description	Per Delivery
Shop Towel Container	\$ 0.00

Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

Payment Charges

COD Terms per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
Artwork Charge for Logomat	\$ 0.00
Minimum Charge:	\$35 per delivery or 50% of initial invoice (the greater of the two)

Agreement Provisions

Description	Included: YES/NO
Linen Service	

Linen Service

Company will make periodical physical inventories of items in possession or under control of Customer.

Other :

The following language supersedes previous language regarding termination. The Agreement is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving thirty (30) days' notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Agreement prior to the effective date of such cancellation. If all services would be fully stopped without cause within the calendar year of 2026, Cintas would be responsible for the removal of all dispensers, and Willowbrook agrees to pay an uninstall fee of \$48 per dispenser. If all services would be fully stopped without cause within the calendar year of 2027, Cintas would be responsible for the removal of all dispensers, and Willowbrook agrees to pay an uninstall fee of \$24 per dispenser. If all services would be fully stopped without cause on or after 1/1/2028, Cintas would be responsible for the removal of all dispensers, and Willowbrook would pay no uninstallation fees.

See addendum attached.

Workplace Solutions Cooperative

Acceptance Agreement



Agreement Terms And Conditions

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU
ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY,
THESE TERMS. This workplace solutions cooperative acceptance agreement (this "Acceptance Agreement") is effective as of the
date of execution for a term of 36 months from the date of installation or renewal (the "Term").

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

- e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
- f. **Severability:** If any section or provision of this paragraph 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.

4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated

to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.
10. **Additional Items:** ~~Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:~~
 - ~~If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.~~
 - ~~If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.~~
 - ~~If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.~~
 - ~~If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.~~
 - ~~Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.~~
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer is NOT a United States federal government agency or instrumentality.

14. **Customer Funding Source:** Customer will **NOT** pay for the goods and services ordered under this Acceptance Agreement with any United States government funds.
15. **Additional Terms:** Customer **DOES NOT** require any additional terms and conditions to be incorporated into this Acceptance Agreement.
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

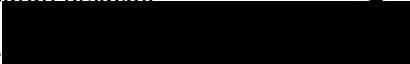
<p>Customer:</p> <p>Rick Valent</p> <p>Director Of Public Works Willowbrook Public Works rvalent@willowbrook.il.us</p>	<p>Sales Representative:</p> <p>Sarah Krsacok</p> <p>Cintas corporation</p>
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Addendum A Site List

All sites are required to use Cintas Products/Services that is signed by Village of Willowbrook and attached in Addendum A Site List signed 12/15/2025. All sites will be tied to the pricing that is on Agreement Signed on 12/15/2025 with Village of Willowbrook. All sites below are accepting the terms and conditions of the agreement signed on 12/15/2025.

- 1- 835 Midway Dr, Willowbrook, IL 60527 (Village Hall)
- 2- 7760 S Quincy St, Willowbrook, IL 60527 (Police Dept)
- 3- 700 Willowbrook Center Pkwy, Willowbrook, IL 60527 (Public Works)
- 4- 825 Midway Dr, Willowbrook, IL 60527 (Community Center)

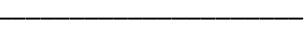
Name Sarah Krsacok 

Signature 

Title Sales Representative

Date 12/15/2025

Name Rick Valent

Signature 

Title Public Works Director

Date 12/15/2025



Village of
WILLOWBROOK

**Community
Development**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: 12/15/2025

SUBJECT:

AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 5904 WESTERN AVENUE – PENELOPE AND QUINN SUBDIVISION

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

The petitioner and subject property owner, Matthew & Claire Koehler has requested review and approval of Zoning Hearing Case No. PC 25-11: A petition requesting a Final Plat of Subdivision for the Penelope and Quinn Subdivision located at 5904 Western Avenue, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to re-subdivide one (1) single-family residential parcel into two (2) parcels. Currently zoned R-2 Single-Family Residence District, the two (2) new parcels comply with the minimum lot requirements of the R-2 Zoning District in the Unified Development Ordinance (UDO). The second request of the petition is a request to approve the following zoning variations from the Unified Development Ordinance (UDO):

1. Section 9-3-01(A) – Reduce the required front yard setback in the R-2 District from 40 feet to 27 feet for the existing house on Lot 2.
2. Section 9-3-01(A) – Reduce the required rear yard setback from 30 feet to 19.59 feet for the existing house on Lot 2.
3. Section 9-3-01(1) – Allow impervious surface coverage to increase from 40% to 43% for Lot 2 (reflecting existing conditions of the house, detached garage, and driveway).
4. Section 9-4-11(D)(3)(a) – Permit the existing detached garage, classified as an accessory structure, to encroach 3.64 feet into the newly created 10-foot Public Utility and Drainage Easement (P.U.D.E.).
5. Section 9-4-11(D)(3)(b) – Reduce the required rear setback for an accessory structure from 10 feet to 6.36 feet for the existing detached garage.
6. Section 9-07-03(A) – Streets – Allow the existing Western Avenue Street configuration to remain as-is with no required improvements.
7. Section 9-07-04(D)(1) – Waive the sidewalk requirement along Western Avenue, as no other Willowbrook properties along this street contain public sidewalks.



BACKGROUND/SUMMARY

The single lot property is 0.55 total acres and is currently zoned R-2 single-family residential district. The property was platted in DuPage County as part of Eileen Thome's Subdivision in 1956. The existing property is a corner lot at Western Avenue and 59th Street. The home was originally constructed under DuPage County zoning prior to incorporation and indicates a 27' building line along 59th Street, as shown on the original survey. The front yard lot dimension is 120.95 feet wide, and the corner side yard is 190.99 feet in depth.

A public hearing was held on Wednesday, December 3, 2025, before the Plan Commission, which voted unanimously 5 to 0 in favor of recommending approval, as proposed, to forward a positive recommendation to the Village Board.

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION:

Staff recommends approval of the Ordinance based on the Plan Commission recommendation.



Village of Willowbrook

Staff Report to the Village Board

Public Hearing Date:	December 3, 2025															
Village Board Receive & Vote:	December 15, 2025															
Prepared By:	Michael Krol, Director of Community Development															
Case Title:	Zoning Hearing Case No. PC 25-11: Final Plat of Subdivision for Penelope and Quinn Estates Subdivision, located at 5904 Western Avenue, and consideration of zoning variations to the Unified Development Ordinance.															
Petitioner:	Matthew & Claire Koehler, 5904 Western Avenue, Willowbrook, IL 60527.															
Action Requested:	Consideration and recommendation regarding a Final Plat of Subdivision for 5904 Western Avenue, Willowbrook, Illinois, for a minor subdivision, for a lot line adjustment to resubdivide one (1) single-family residential parcel into two (2) single-family residential parcels, and considerations of certain variations from Title 9 of the Unified Development Ordinance															
Location:	5904 Western Avenue, Willowbrook IL 60527															
PINs:	09-15-400-005															
Existing Zoning:	R-2 Single Family Residence District															
Proposed Zoning:	R-2 Single Family Residence District															
Property Size:	0.53 acres															
Surrounding Land Use:	<table><thead><tr><th></th><th>Use</th><th>Zoning</th></tr></thead><tbody><tr><td>North</td><td>Single Family Residential</td><td>Westmont</td></tr><tr><td>East</td><td>Single-Family Residential</td><td>R-2</td></tr><tr><td>West</td><td>Single-Family Residential</td><td>Westmont</td></tr><tr><td>South</td><td>Single-Family Residential</td><td>Westmont</td></tr></tbody></table>		Use	Zoning	North	Single Family Residential	Westmont	East	Single-Family Residential	R-2	West	Single-Family Residential	Westmont	South	Single-Family Residential	Westmont
	Use	Zoning														
North	Single Family Residential	Westmont														
East	Single-Family Residential	R-2														
West	Single-Family Residential	Westmont														
South	Single-Family Residential	Westmont														

**Necessary Action by
Village Board:**

Consider and approval of the attached ordinance.



History & Background

Site Description

The single lot property is 0.55 total acres and is currently zoned R-2 single-family residential district. The property was platted in DuPage County as part of Eileen Thome's Subdivision from 1956. The existing property is a corner lot at Western Avenue and 59th Street. The home was originally constructed under DuPage County zoning prior to incorporation and indicates a 27' building line along 59th Street, as shown on the original survey (attachment 7). The front yard lot dimension is 120.95 feet wide, and the corner side yard is 190.99 feet in depth.

The 59th Street right-of-way is located in the Village of Westmont jurisdiction, and the Village of Westmont recently incorporated the property to the west and south of the subject property. The property to the north is also located in the Village of Westmont.

Exhibit 1: Site View and Aerial View of the Subject Property



Development Proposal

The purpose of this meeting and public hearing is to consider a petition requesting review and recommendation of a Final Plat of Subdivision for the Penelope and Quinn Estates subdivision at 5904 Western Avenue, Willowbrook, Illinois. The petitioner proposes a minor subdivision to resubdivide one (1) existing single-family residential parcel into two (2) lots, both of which will retain the R-2 Single-Family Residence District zoning classification.

Although the subdivision itself is straightforward, the variation list is more complex due to the fact that the subdivision changes the orientation of the existing lot, which alters how the Unified Development Ordinance (UDO) applies to the existing home. The proposed subdivision reorients Lot 2 to front Western Avenue rather than 59th Street, which triggers updated setback requirements not applicable when the house was originally constructed under DuPage County zoning.



In addition to the plat, the petitioner is requesting approval of the following zoning variations from the UDO:

1. Section 9-3-01(A) – Reduce the required front yard setback in the R-2 District from 40 feet to 27 feet for the existing house on Lot 2.
2. Section 9-3-01(A) – Reduce the required rear yard setback from 30 feet to 19.59 feet for the existing house on Lot 2.
3. Section 9-3-01(1) – Allow impervious surface coverage to increase from 40% to 43% for Lot 2 (reflecting existing conditions of the house, detached garage, and driveway).
4. Section 9-4-11(D)(3)(a) – Permit the existing detached garage, classified as an accessory structure, to encroach 3.64 feet into the newly created 10-foot Public Utility and Drainage Easement (P.U.D.E.).
5. Section 9-4-11(D)(3)(b) – Reduce the required rear setback for an accessory structure from 10 feet to 6.36 feet for the existing detached garage.
6. Section 9-07-03(A) – Streets – Allow the existing Western Avenue Street configuration to remain as-is with no required improvements.
7. Section 9-07-04(D)(1) – Waive the sidewalk requirement along Western Avenue, as no other Willowbrook properties along this street contain public sidewalks.

The petitioners, Matthew and Claire Koehler, reside in the existing home on the subject property and intend to maintain residence on Lot 2 while selling Lot 1 for future single-family development. Both lots will remain in the R-2 District.

Under the Subdivision Standards and Procedures of the UDO, the proposal qualifies as a minor subdivision, as it contains fewer than five (5) lots. Minor subdivisions require a public hearing, Plan Commission recommendation, and subsequent Village Board consideration.

It is important to note that the current legal front yard of the property is along 59th Street, consistent with the original County platting. By UDO definition, the front lot line for a corner lot is the shorter boundary abutting a street. With the proposed subdivision, "Lot 2" becomes reoriented toward Western Avenue, and therefore, the front setback requirement increases to 40 feet. The existing home sits approximately 31 feet from Western Avenue property line, which is a compliant historic County setback, but is nonconforming under current Village zoning. The corresponding variations are necessary to preserve the existing home and formally establish the new building envelope.

Although the variation list appears extensive, the majority of requests relate to existing legal non-conforming conditions created prior to annexation into Willowbrook. These include the existing house, driveway, and detached garage, as well as the 1956 County-approved 27-foot corner side yard setback shown on the plat. The requested variations apply only to the existing structures. Any future redevelopment on either lot must fully comply with all current R-2 zoning standards, including setbacks, impervious surface maximums, and accessory structure placement.

Two variations relate to required improvements normally triggered by subdivisions. Section 9-07-03 requires new subdivisions to include certain street improvements, and Section 9-07-04(D)(1) requires sidewalks. Because Western Avenue contains no existing sidewalk segments within Willowbrook's jurisdiction, and because the street is not proposed to be reconstructed, the petitioner is requesting relief from both requirements.



Finally, Section 9-7-03(B)(3) requires that all new subdivisions dedicate rear and interior side yard utility easements. By establishing a new 10-foot P.U.D.E. on Lot 2, the existing detached garage becomes an encroachment into the easement by 3.64 feet. This is an existing condition resulting from the age and original placement of the structure. The variation request formally acknowledges the encroachment and establishes that any future reconstruction must comply with the easement requirements.

The proposed lots are similar in size and shape. Lot 1 will be the vacant lot containing 12,099 square feet, and Lot 2 contains the existing home and accessory garage. Water service is available along Western Avenue, and Village water already serves Lot 2. Sanitary sewer was recently extended across Western Avenue and is now available for both lots; the extension has been inspected and approved by the Village Engineer, Public Works, and the Flagg Creek Water Reclamation District.

Staff Analysis

Appropriateness of Use

Both proposed lots will remain single-family residential, which is a permitted use in the R-2 Zoning District and appropriate for the surrounding neighborhood. With respect to the requested setback variations, staff finds that the findings of fact have been met. The hardship is directly tied to the historic platting and original building lines, as documented on the original 27-foot building line shown on the Plat of Survey, and the existing home predates the Village of Willowbrook, having been constructed under DuPage County zoning requirements. Once the subdivision is created, the “front” of the existing house shifts from 59th Street to Western Avenue, resulting in new setback requirements that did not apply when the home was originally built. Staff agrees that the requested variations apply only to the existing home and that any future redevelopment must comply fully with current zoning standards.

With respect to the easement encroachment, the existing detached garage extends approximately 3.64 feet into the newly required 10-foot Public Utility and Drainage Easement (P.U.D.E.). This is an existing, legal nonconforming condition that results from the structure’s placement prior to annexation.

However, any future reconstruction or redevelopment of the garage must eliminate this encroachment and fully comply with current easement requirements.

The final two variation requests relate to the subdivision code sections establishing minimum standards for streets and sidewalks. The subdivision requirements for streets address design and layout standards, including grading, pitch, radii, intersections, and the overall arrangement of subdivision street networks. Because Western Avenue is an existing roadway and no improvements are proposed or warranted with this minor subdivision, the applicant is requesting a variation to allow the street to remain in its current condition.

Regarding the sidewalk variation, staff notes that there is no continuous sidewalk along Western Avenue within Willowbrook’s jurisdiction, and the Village of Westmont has confirmed that sidewalks are not required on 59th Street. Constructing a sidewalk segment solely for this subdivision would result in an isolated, disconnected section. For these reasons, staff supports the sidewalk waiver request.

Stormwater and sanitary sewer service will be evaluated during the building permit review for any new home construction, and no engineering conflicts have been identified at this time. The proposed subdivision is also consistent with the Village’s Comprehensive Plan, which supports low-density residential development (1–4 units per acre). The creation of two lots averaging approximately 0.55 acres each falls well within the recommended density range.



The bulk regulations for the R-2 district are provided in the chart below, highlighting the variations for the existing home.

Bulk Standard	R-2	Proposed with new lot configuration		Variance
		Lot 1 – Vacant	Lot 2 – Existing House	
Lot Area	11,000 sq. ft.	12,099 sq. ft.	11,030 sq. ft.	None
Lot Width	70 ft.	100 ft.	90.99 ft.	None
Front Yard Setback	40 ft.	40 ft.	27 ft.	Yes
Interior Side Yard Setback	8 ft.	8 ft.	17.17 ft.	None
Exterior Side Yard Setback	40 ft.	40 ft.	N/A	None
Rear Yard Setback	30 ft.	30 ft.	19.59 ft.	Yes
Lot Depth	N/A	121.31	120.88	None
Lot Coverage	40 %	N/A	43%	Yes

Comprehensive Plan/Compatibility

The Village of Willowbrook Comprehensive Plan calls for low density residential at a rate of 1-4 dwelling units per acre. The resulting two-lot subdivision on approximately **0.55 acres**, is within the recommended density range and supportive of neighborhood continuity. Another measure of appropriateness is to compare the new lot sizes with those that exist in the neighborhood. Surrounding existing lots are zoned R-2 in the area to the east of the subject property with similar lot widths and depths. A similar subdivision was approved on the east side of Western Avenue in 2024.

Easements

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

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

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

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

The Plan Commission shall acknowledge all the standards have been reviewed and shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative and adoption the proposed finding of facts shall be made as to all of the review criteria



established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

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

Staff Summary

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

Staff recommends that the Plan Commission forward a positive recommendation to the Village Board for approval of the requested zoning variations applying only to the existing structure on Lot 2. These variations include allowing a reduced front yard setback along Western Avenue, a reduced rear yard setback, and an impervious surface coverage of 43 percent, reflecting existing site conditions.

Staff further recommends acknowledgment of the detached garage's legal nonconforming encroachment into the required Public Utility and Drainage Easement (P.U.D.E.), as well as approval of both variation request to the subdivision code Section 9-07-03 pertaining to streets and sidewalks because of the hardship of the existing streets and public sidewalks.

Discussion at the December 3, 2025, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the December 3, 2025, meeting. The following members were in attendance: Chairman Walec, Vice Chairman Kaucky, Commissioners Kaczmarek, Kanaverskis, and Louise.

The applicant, Matthew Koehler presented the proposed resubdivision and variance request to the Plan Commission and was available for questions. No questions or concerns arose from the Plan Commission. There were two members of the public in attendance who expressed no concern about the proposal. Staff received a letter of objection on December 3, 2025, from a Westmont resident abutting the property, see attachment 11. Chairman Walec read the letter into the record. Staff tried contacting the resident before the hearing, but never heard back.



Response to Objection Letter

Staff has reviewed the resident's submitted comments and provides the following clarification for the public record. The stormwater structures referenced in the photographs included with the correspondence are located within the Village of Westmont right-of-way, and therefore are not owned, operated, or maintained by the Village of Willowbrook. The conditions of these facilities are unrelated to the proposed subdivision's stormwater system. Additionally, the subject McNaughton lots are zoned R-2 Single-Family Residential, not R-1 as indicated in the correspondence, and all development standards have been evaluated under the correct zoning district. The required front yard setback in the R-2 district is 40 feet, not 45 feet, and the subdivision as proposed meets this standard. These clarifications ensure that the development review accurately reflects the applicable zoning requirements and jurisdictional responsibilities.

Motion

The following motion made by Vice Chairman Kaucky and was seconded by commissioner Louise and approved unanimously, a 5-0 roll call vote of the members present:

Based on the submitted petition, finding of facts, and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the proposed Final Plat of subdivision for 5904 Western Avenue, Willowbrook, Illinois for a minor subdivision, for a lot line adjustment to resubdivide one (1) single-family residential parcel into two (2) single-family residential parcels and consideration of the following zoning variations:

1. Section 9-3-01(A) – Reduce the required front yard setback in the R-2 District from 40 feet to 27 feet for the existing house on Lot 2.
2. Section 9-3-01(A) – Reduce the required rear yard setback from 30 feet to 19.59 feet for the existing house on Lot 2.
3. Section 9-3-01(1) – Allow impervious surface coverage to increase from 40% to 43% for Lot 2 (reflecting existing conditions of the house, detached garage, and driveway).
4. Section 9-4-11(D)(3)(a) – Permit the existing detached garage, classified as an accessory structure, to encroach 3.64 feet into the newly created 10-foot Public Utility and Drainage Easement (P.U.D.E.).
5. Section 9-4-11(D)(3)(b) – Reduce the required rear setback for an accessory structure from 10 feet to 6.36 feet for the existing detached garage.
6. Section 9-07-03(A) – Streets – Allow the existing Western Avenue street configuration to remain as-is with no required improvements.
7. Section 9-07-04(D)(1) – Waive the sidewalk requirement along Western Avenue, as no other Willowbrook properties along this street contain public sidewalks.

Subject to the following condition that the approved zoning variations are for the existing conditions of the house. Any new development will need to comply with all bulk regulations and building codes.

Documents Attached:

- Attachment 1: Public Hearing Notice
- Attachment 2: Picture of Public Hearing sign
- Attachment 3: Legal Description



- Attachment 4: Application
- Attachment 5: Variation Standards & Narrative by applicant (2 sheets)
- Attachment 6: CBBEL Recommendation of Approval
- Attachment 7: Plat of Survey
- Attachment 8: Final Plat of Penelope and Quinn Estates
- Attachment 9: Split Condition
- Attachment 10: Email from Westmont Regarding Public Sidewalks
- Attachment 11: Letter of Objection (5 pages)

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: 12220

PO Number: ZONING HEARING CASE NO. 25-11

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:

11/18/2025

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

William Weibert
Senior Director
Advertising

Date: 11/18/2025

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 25-11

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 3rd of December 2025 at the hour of 7:00 P.M. in the Village Boardroom, 825 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting a review and recommendation regarding a Final Plat of Subdivision for the Penelope and Quinn Estates located at 5904 Western Avenue, Willowbrook, Illinois, for a minor subdivision to resubdivide one (1) parcel into a two (2) lot subdivision and approval of variations from Title 8 of the Village Unified Development Ordinance as are set forth in the petition, on the property legally described as follows:

LOT 5 IN EILEEN THOMES RESUBDIVISION OF LOT 32 IN CLARENCE HILL ACRES ESTATES, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1968, AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 5904 WESTERN AVENUE, WILLOWBROOK, ILLINOIS

PINs: 09-15-400-006

The applicant for this petition is Matthew Koehler, 5904 Western Avenue, Willowbrook, IL 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) 920-2252, 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 November 18, 2025, edition of The Chicago Sun-Times Newspaper #12220

VILLAGE OF WILLOWBROOK

835 Midway Drive
WILLOWBROOK, IL 60527

Attachment 2
Picture of Public Hearing Sign posted on site



Attachment 3
Legal Description



**LOT 5 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES
ESTATES, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
OF SAID RESUBDIVISION RECORDED APRIL 19, 1956, AS DOCUMENT 797120, IN DUPAGE
COUNTY, ILLINOIS.**



Project Name * _____

Penelope and Quinn Estates



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

Address and General Property Description * _____

5904 Western Avenue located at the SW corner of E. 59th Street and Western Avenue. Lot dimensions (191' W x 121' D). 0.53 Acres with brick and frame house and detached garage.

Please describe the subject property.

Current Use of the Subject Property * _____

Existing property is used for a single family detached residence zoned R-2.

Describe the existing conditions and the current land use.

Proposed Use of the Subject Property * _____

Proposed two parcels each with single family detached residences, each zoned R-2.

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

Zoning and Land Use of Adjacent Properties * _____

North, South, & West (Westmont) zoned R-3 Single Family Detached Residence. East (Willowbrook) zoned R-2 Single Family Detached Residence.

Water, Sewer, and Stormwater Information * _____

Water (10") existing west wide of Western Avenue. Sanitary (8") sanitary extension currently being installed on the east side of Western Avenue. Storm Sewer (12") storm on west side of Western Avenue.

Provide information on the existing location, size, and ownership of all water, sanitary sewers, and storm water sewers.

Attachment 5
Variation Standards/Narrative (2 pages)



Matthew & Claire Koehler
5904 Western Avenue
Willowbrook, IL 60527

The Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
Attention: Michael Krol

Mr. Michael Krol,

We are requesting to seek relief from the following Village of Willowbrook adopted codes:

- Section 9-3-1: Bulk and Dimensional Standards
- Section 9-7-04.B.3.b
- Section 9-7-04.D.1: Other Improvements

Section 9-3-1: Bulk and Dimensional Standards

According to Article 9-11-11: "L" Definitions:

The front of a lot shall be that boundary of a lot along a street and for the corner lot, the front shall be the shorter lot boundary along a street.

The existing 5904 Western Avenue has a frontage along E. 59th Street. The existing front and exterior setbacks are 40' and 27', respectively. The existing condition does not have interior or rear setbacks.

The minor subdivision of the existing 5904 Western Avenue lot produces two lots, both with frontage along Western Avenue. According to Table 9-3-01: Bulk and Dimensional Standards, the front and rear setbacks are 40' and 30', respectively.

Table 9-3-01: Bulk and Dimensional Standards									
Standard	R-1	R-2	R-3	R-4	R-5	B	LOR	M-1	I
Table 9-3-01: Bulk and Dimensional Standards									
Standard	R-1	R-2	R-3	R-4	R-5	B	LOR	M-1	I
Lot Standards (Minimum)									
Lot Area (sq. ft.)	20,000	11,000	9,000	--	--	--	43,560	43,560	--
Lot Area / DU(sq. ft.)	--	--	--	4,500	2,000				
Lot Width (ft.)	90	70	70	50	50	50	50	50	50
Yard Setbacks (Minimum) (1)									
Front (ft.)	60(2)	40(2)	40(2)	40	40	20	50	40	30
Exterior Side (ft.)	50(2)	40(2)	40(2)	40	40	20	50	40	20
Interior Side (ft.)	15	8	8	15(3)	15(3)	10	20	20	10
Rear (ft.)	50	30	30	30	35	40	30	20	30

We are proposing front and rear setback variances for Lot 2 to meet the existing structure conditions. The proposed variances for the front and rear setbacks are 27' and 0', respectively. The variances are being requested so the existing structures remain in proposed setbacks. Future improvements to Lot 2 may require the setbacks to be adjusted to meet current standards.



In addition to the setback variance, we are also seeking relief from the impervious surface coverage (40%). The existing structures and driveways on Lot 2 would have an impervious surface coverage of 43.0%. Future improvement to Lot 2 would be in accordance with current standards and render the variance null and void.

Granting the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located.

The granting of the variance would have no effect on any adjoining properties. This zoning relief requested will not cause any detriment to the common good, as the literal interpretation and strict application of the applicable zoning requirements of this chapter would cause substantial undue and unnecessary hardship to the current property owner not just a casual / discretionary inconvenience to the property owner.

Section 9-7-03.B.3.b

Lot 2 is being proposed with a 10-foot utility easement along the west property line (interior rear yard). The existing garage is 6.36' east of the west (rear) property line. The existing garage would encroach the proposed 10' Public Utility and Drainage Easement by 3.64'. The existing garage would remain as legal nonconforming. Any future garage replacement, however, must be constructed outside of the easement.

Section 9-7-04.C.3

The sanitary main has been installed to be parallel to the frontage of both Lot 1 and Lot 2.

Section 9-7-04.D.1: Other Improvements

According to Section 9-7-04.D.1.: Sidewalks, in accordance with Section [9-5-07](#) shall be provided on the sides of all street rights-of-way adjacent to and contained within the subdivision being developed.

We are seeking relief from installing sidewalks along Western Avenue. The variance is being requested as there is no existing sidewalk on the adjacent property to the south. Therefore, the proposed sidewalk would terminate in the parkway and not a side road.

We are seeking relief from installing a sidewalk along the 59th Street frontage due to the ROW belonging to the Village of Westmont. We corresponded with the Village of Westmont. The Village of Westmont is going to install sidewalks in their boundaries. They are not requiring a sidewalk for the 5904 Wester Avenue minor subdivision. Attached is the correspondence with Amy Reis (Westmont Director of Public Works).

Thank You,

Matthew D. Kochier, P.E.



Attachment 6
CBBEL Recommendation of Approval (1 page)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 5, 2025

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 5904 Western Ave. – Penelope and Quinn Estates
Proposed Plat of Subdivision
(CBBEL Project No. 900144.H248)

Dear Mike:

As requested on October 30, 2025, we have reviewed the proposed Plat of Subdivision prepared by Landmark Engineering LLC and dated October 29, 2025. The proposal is to subdivide the existing lot into two lots and would be considered a Minor Subdivision as detailed in Section 9-7-5.B of Village Code. Our previous comments have been addressed and, in our opinion, the plat is now in compliance with the Village Subdivision Regulations. The following items are noted with our recommendation for approval.

1. Section 9-7-4.D.1 of Village Code provides that sidewalks shall be provided on the sides of all street rights of way adjacent to and contained within the subdivision being developed. This would include both 59th Street and Western Avenue rights of way. It is our understanding that a variation has been requested, and we support this request. No sidewalks exist along either side of Western Avenue, and it is our understanding that the Village of Westmont has plans to install sidewalks along 59th Street across the frontage of this lot.
2. We note that no stormwater improvements are required with the proposed subdivision, but that PCBMP's (volume control) will likely be required when a new house is constructed on Lot 1. No response required.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that appears to read "Daniel L. Lynch".

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



Final Engineering Plans for Sanitary Sewer Extension

The proposed project will extend the sanitary sewer approximately 60 feet to be onto the frontage of proposed Lot 1 of the Abby Estates subdivision. The proposed sanitary sewer will be located within a Public Utility and Drainage Easement within the front yards of the new lots. The sewer will be owned and maintained by the Flagg Creek Water Reclamation District. This sewer extension will meet the requirement of the Village code to have sanitary sewer serving all lots within the proposed subdivision.

Unless the proposed sanitary sewer is installed prior to the Plat of Subdivision being recorded, it will be necessary for the design engineer to prepare an Engineer's Opinion of Construction Cost. A development security valued at 110% of the engineer's opinion of cost will be required to be posted with the Village prior to the plat being recorded. We have no objection to the plans as submitted, and they are also subject to review and approval by Flagg Creek, and an IEPA permit is also required.

Geometric & Utility Exhibit

The exhibit shows the proposed sanitary sewer extension, and we presume the houses and associated improvements for each lot. While there does not appear to be anything immediately objectionable on the plan, we note that a detailed grading plan for each lot will be required for building permit. We presume that other than the sanitary sewer, the other improvements will be installed with each lot. We also note that the proposed storm sewer shown on Lot 2 will be owned and maintained by the owner of Lot 2, and is not intended to be a public storm sewer.

Please feel free to contact me should you have any questions.

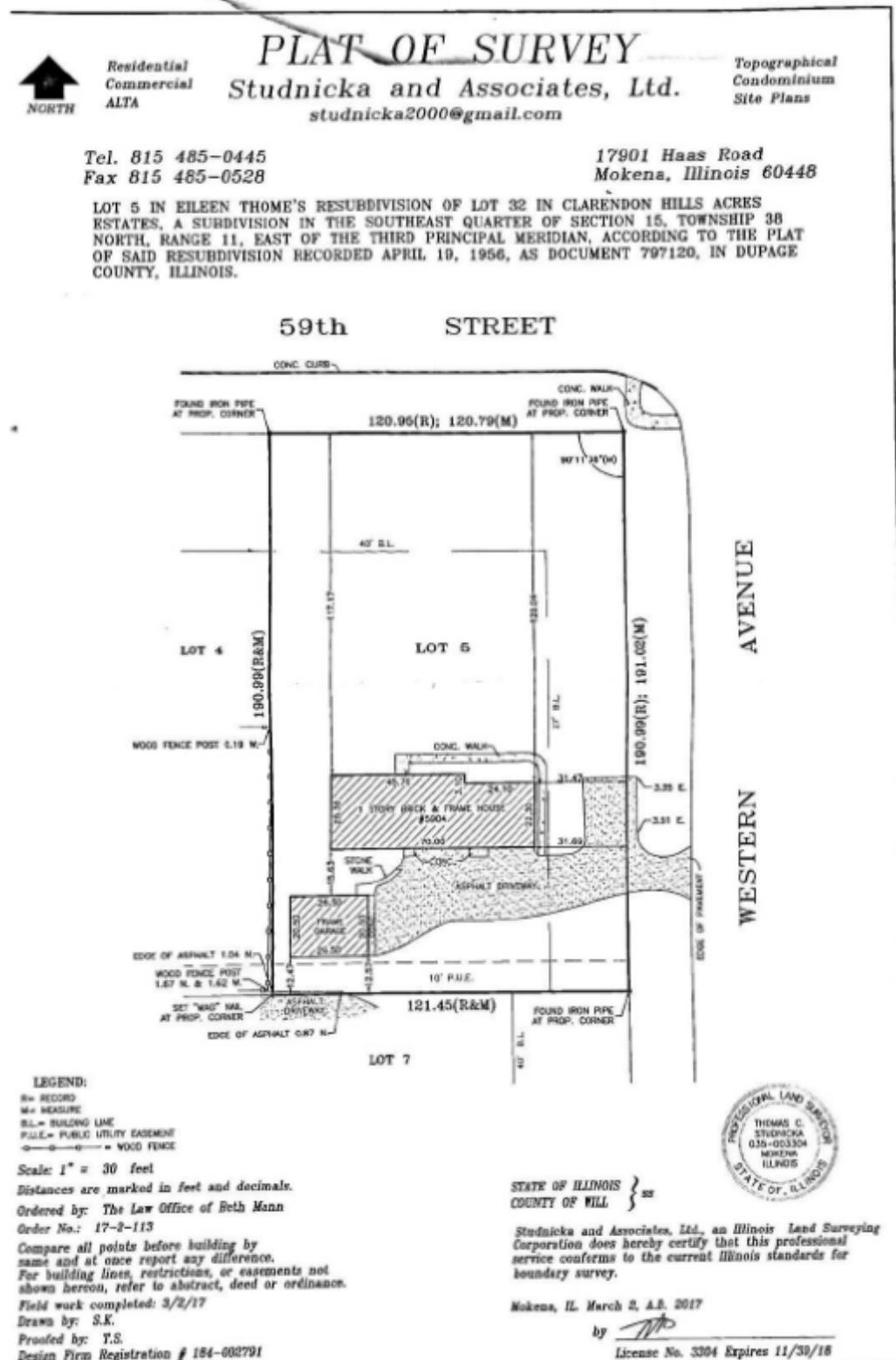
Sincerely,

A handwritten signature in blue ink that appears to read "Daniel L. Lynch".

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



Attachment 7: Plat of Survey

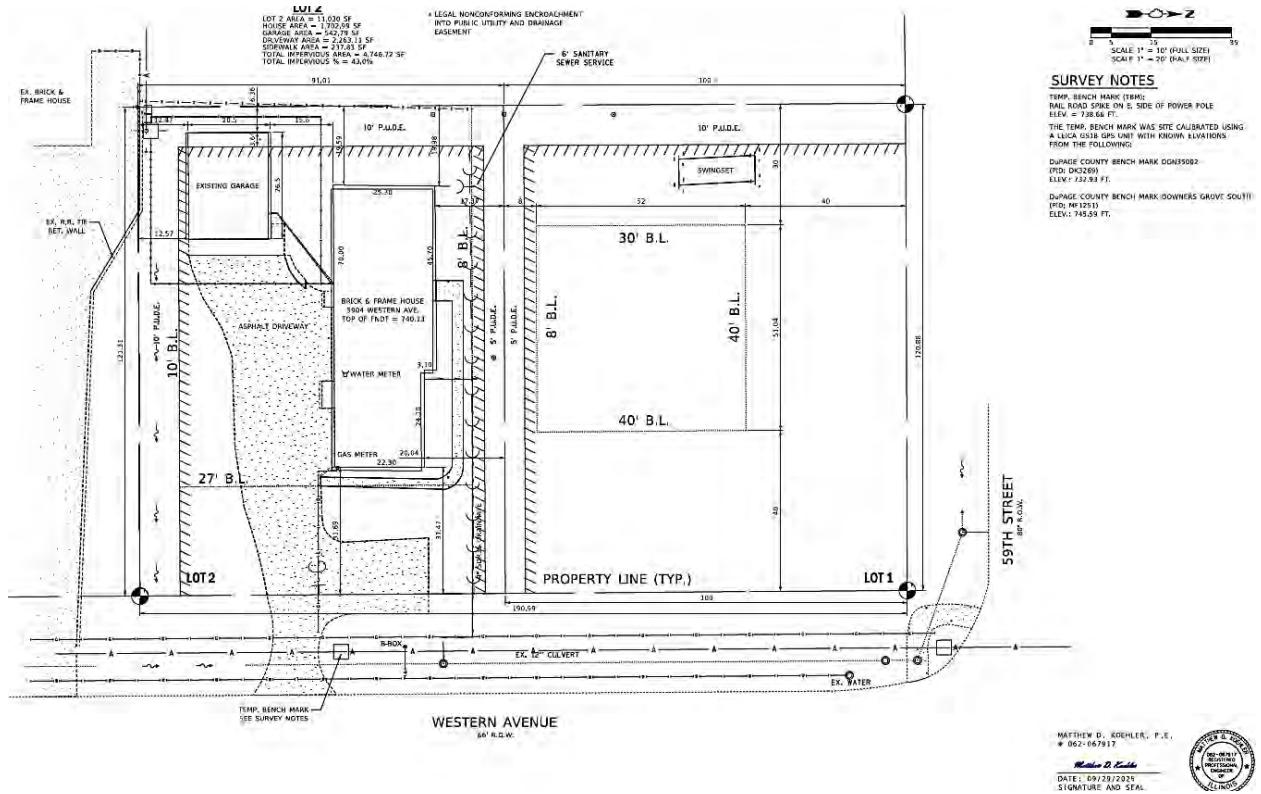




Attachment 8:
Final Plat of Penelope and Quinn Estates



Attachment 9: Split Condition





Attachment 10:
Email from Westmont Regarding Public Sidewalks

From: Amy Ries <aries@westmont.il.gov>
Date: September 25, 2025 at 2:01:03 PM CDT
To: Matt Koehler <mkoeehler85@hotmail.com>
Cc: creisel2011@gmail.com
Subject: Re: 5904 Western Avenue Minor Subdivision

Hi Matt

There is sidewalk in front of 421 E 59th as well as at the SWC of 59th/Western. We would eventually fill in this sidewalk network within our boundaries. Since you are not developing in the Village of Westmont, we do not believe our ordinances would apply to your property. We would ask that if the 59th St parkway is re-graded/re-developed, that a corridor be left for eventual installation of sidewalk.

Please let us know if you have any other questions or need additional information.

Thanks,

Amy N. Ries, P.E.
Director of Public Works
Village of Westmont
31 West Quincy Street
Westmont, IL 60559



Attachment 11:
Letter of Objection (5 pages)



To: Willowbrook Zoning

From: Jeffrey Allen, 425 E 59th St, Westmont, IL

RE: Zoning Response to PC 25-11

My wife and I own the lot directly west to the proposed subject subdivision.

We are concerned primarily that the 59th setback should be maintained at 45 feet minimum and that the existing Storm drains serving the immediate area are vastly insufficient for existing runoff of existing homes at existing deflection rates.

Here are some of the issues we have had with the Willowbrook Zoning process and the errors in the Fact Finding:

I was unable to discuss this matter with Michael Krol, who neither answered his calls nor returned our message from one week prior (11/26/25). I called his office three times: Once to leave a message, Secondly to receive verification from the Staff that he was indeed in the office that day, and a third time one hour after the second call. It is good that the Village has clerks and a public website for knowledgeable people to access some of the related information.

The Registered letter was received one day late.

Page 5, Staff Analysis Density incorrect - The first complete sentence is clearly incorrect, and is again reiterated center page. It states: "creation of two lots averaging 0.55 acres each falls well within the recommended density range." The Actual number is 0.265 acres, which I would state barely falls within the density range

Page 5 Staff Analysis Similar Property inaccurate – "A similar subdivision was approved on the east side of Western Avenue in 2024" is inaccurate. The lot comparison was likely to the McNaughton purchase at 5929 Western which was 1.06 acres and probably R-1. I'm guessing that copy/pasting prior analysis content is how the inaccuracies appeared.

Page 13 Missing Westmont Attachment - References attached correspondence with Amy Reis of Westmont Public Works; and there is no related attachment or information.

Page 15 Missing Storm Sewer Information - References "proposed storm sewer shown on Lot 2 will be owned and maintained by owner of Lot 2 and is not intended to be a public storm sewer." I see no information about this proposed storm sewer and the Applicant also had no additional information.

Page 14 – 15 Unobserved and Incorrect Engineering opinion regarding runoff – I completely disagree with Daniel Lynch's opinion that mechanisms to handle Additional Runoff volume can wait until further construction is installed. Pictures will be submitted with this document showing that the existing system is already inadequate. It is also a fact that Willowbrook is exacerbating the runoff issue by allowing subdivision and new construction in the Immediate area.

Setback Lot 1:

ALL of the Homes in one block of either direction on the South side of 59th Street have a minimum setback of 45 feet from the street. Most of them are much further back, and the average is over 60 feet. The House on 5904 Western is actually 119 feet setback, and likely had a 59th St address at one time.



The zoning and setbacks of Proposed LOT 1 should be fixed at a minimum to 45 feet on the 59th St for Willowbrook to attempt to maintain the aesthetics of the neighborhood. This 45 feet minimum should not be modified.

Overcrowding and higher density development profits the developing homeowner and the Village Tax base; while the rest of the community's concerns and property values are ignored.

Can Willowbrook at least give the impression that they are attempting to maintain the look of our neighborhood by meeting the minimum standard example of 45 feet ?

As it is planned, We and others are still going to be looking out our front windows at the REAR of someone's property, rather than the side, or nothing.

Property Runoff is not effectively identified or addressed:

The 5904 Western Ave Culvert fails under normal annual conditions and causing unsafe flooding for children.

Our lot suffers rear and side groundwater inundation primarily from 2 Willowbrook properties (including 5904 and 5926 Western) and 2 Westmont properties (5908 Western and 421 59th).

Willowbrook seems to be inaccurately identifying and deferring groundwater improvements in the area which may become locally catastrophic for individual families.

Willowbrook is rapidly allowing Subdivision and Construction in the immediate area. This means at least seven new homes and impervious driveways in the immediate half block 5904 Western (2), 5905 Western (3), and 5929 Western (2). And I am guessing there will be permits submitted for 6000 Western.

5905 development is being planned by The owner of that lot along with the applicant of this development.

The immediate area does suffer more extreme runoff and flooding issues than are acknowledged; and the continued Subdivision and Development will continue to compound the issue.

The failing Drainage Culvert at 5904 Western (on 59th St) provides relief for at least 7 homes. Of this groundwater, possibly 90 percent of the water passes through our property (front drainage ditch and rear and side inundation).

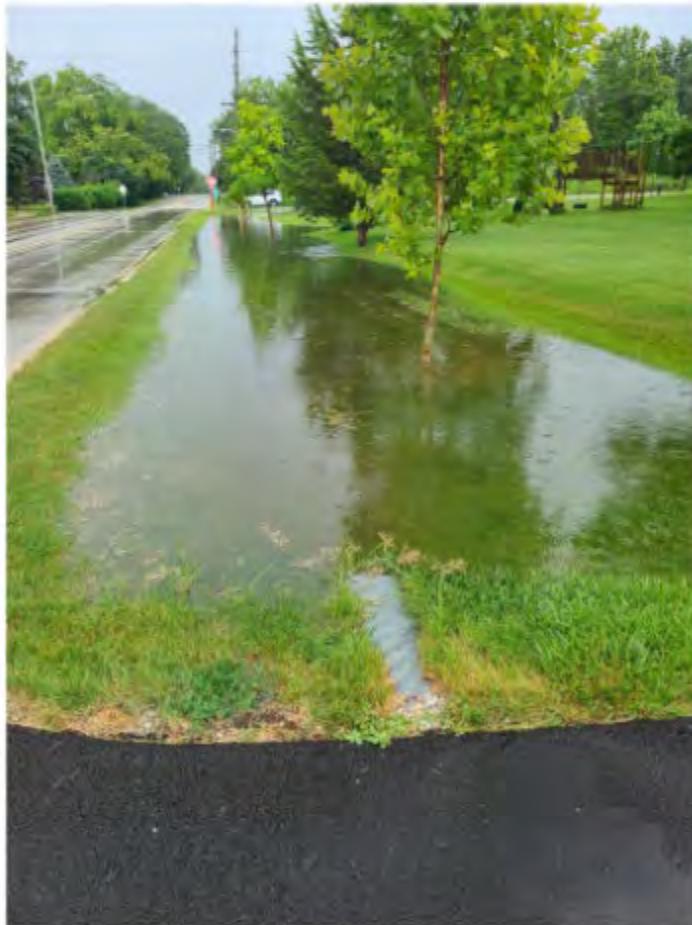
I am attaching photos of obvious drainage Culvert inundation on the 5904 Western property. Note that these 2025 photos were not considered a sizeable event, and Construction of the 2 houses and their driveways at 5929 were not complete.

This culvert appears to have been designed for the existing 59th Street residences with large lots; not for blooming Willowbrook side street development.

If there are near future 10, 30, or 100 year flood events, the current system will completely fail, causing personal property loss. Willowbrook and McNaughton will be the primary culprits because of subdivision and development without proper groundwater remediation.



Attachment A – Small dimple is the drain at 5904 Western

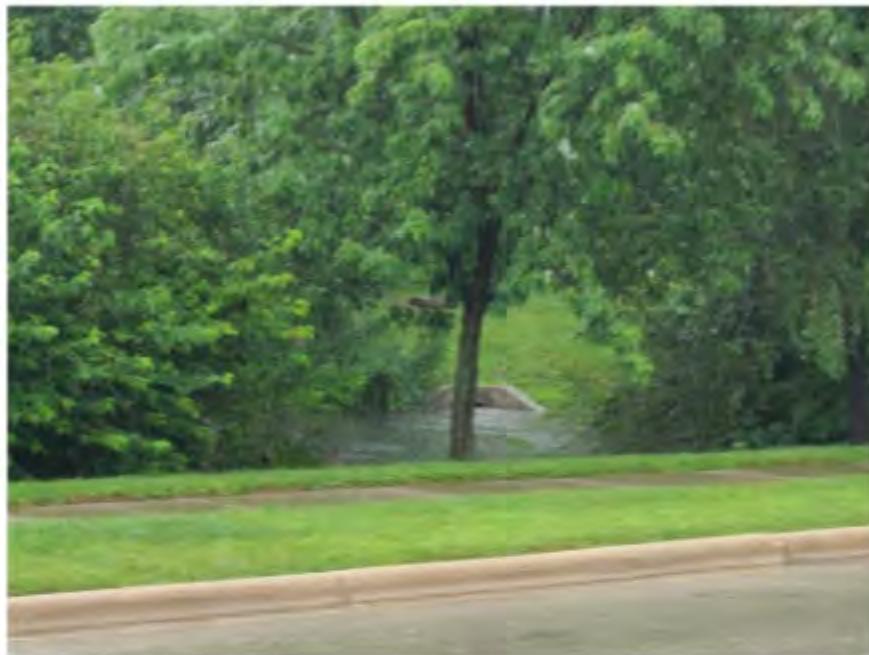




Attachment B – South West corner of 59th & Western, Water up to 3' Deep. Covered Culvert at end is not visible



Attachment C – Visible water level INSIDE steel street grate just below street level (maybe 15-20 feet above bottom of reservoir)



Attachment D – Reservoir level above its culvert creating suction in deep water



Attachment 5 – Southbound Western at 59th on 5904 Property, water 2-3 feet deep.

ORDINANCE NO. 25-O- _____

**AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION
AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF
WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE
5904 WESTERN AVENUE – PENELOPE AND QUINN SUBDIVISION**

WHEREAS, on or about September 29, 2025, Matthew Koehler and Claire Koehler, as applicants and owners of 5904 Western Avenue, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of the Village Unified Development Ordinance; and

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

WHEREAS, Matthew Koehler and Claire Koehler have also requested approval of a Final Plat of Subdivision for the SUBJECT REALTY, which Final Plat of Subdivision was prepared by Landmark Engineering, LLC, dated October 29, 2025, and attached hereto as Exhibit "C" and made a part hereof; and

WHEREAS, a public notice for the public hearing was published in compliance with Section 9-9-03(B)(3)(c) of the UDO, in the Chicago Sun-Times newspaper on November 18, 2025, which date is at least fifteen (15) days, but less than thirty (30) days, prior to the date of the public hearing date; a notice of the public hearing was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY via first class mail, 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); and public notice of the public hearing was further provided by posting on the SUBJECT REALTY a sign visible to the general public complying with the requirements of Sections 9-9-03(B)(3)(b) of the UDO, for at least fifteen (15) consecutive days prior to the public hearing date; and

WHEREAS, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about December 3, 2025, all as required by the statutes of the State and the ordinances of the Village; and,

WHEREAS, at the public hearing, the applicant provided testimony in support of the proposed variations from the Unified Development Ordinance and the Final Plat of Subdivision, attached hereto as Exhibit "C" and made a part hereof by reference, and all interested parties had an opportunity to be heard; and

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

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook (the "Corporate Authorities") received the recommendation of the Plan Commission, pursuant to a memorandum dated December 4, 2025, a copy of which is attached hereto as Exhibit "B", which is by this reference, incorporated herein.

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

SECTION 1: That pursuant to Title 9 entitled "Unified Development Ordinance", Chapter 9 entitled "Zoning Procedures", Section 9-09-04 entitled "Variation", of the Village Code,

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

- A. Section 9-3-01(A): Reduce the required front yard setback in the R-2 District from 40 feet to 27 feet for the existing house on Lot 2.
- B. Section 9-3-01(A): Reduce the required rear yard setback from 30 feet to 19.59 feet for the existing house on Lot 2.
- C. Section 9-3-01(I): Allow impervious surface coverage to increase from 40% to 43% for Lot 2 (reflecting existing conditions of the house, detached garage and driveway).
- D. Section 9-4-11(D)(3)(a): Permit the existing detached garage, classified as an accessory structure, to encroach 3.64 feet into the newly created 10-foot Public Utility and Drainage Easement (P.U.D.E.).
- E. Section 9-4-11(D)(3)(b): Reduce the required rear setback for an accessory structure from 10 feet to 6.36 feet for the existing detached garage.
- F. Section 9-7-03(A): Streets: Allow the existing Western Avenue Street configuration to remain as-is with no required improvements.
- G. Section 9-7-04(D)(1): Waive the sidewalk requirement along Western Avenue, as no other Willowbrook properties along the street contain public sidewalks.

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

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
- 2. The proposed variations will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
- 3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- 4. The proposed variations will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

5. The proposed variations will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
6. The proposed variations will not alter the essential character of the locality.
7. The proposed variations are in harmony with the spirit and intent of the Unified Development Ordinance.

SECTION 2: That passage of this Ordinance shall constitute approval of the Final Plat of Subdivision for the Penelope and Quinn Subdivision, the property commonly known as 5904 Western Avenue, Willowbrook, Illinois, as prepared by Landmark Engineering, LLC, consisting of one (1) sheet, dated October 29, 2025, and attached hereto as Exhibit "C".

SECTION 3: That the relief granted in Sections 1 and 2 of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times hereto, being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The above-approved Zoning variations are for the existing conditions of the house. Any new development will need to comply with all bulk regulations and building codes.
- B. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

SECTION 4: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 15th day of December, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 5 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956, AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 5904 WESTERN AVENUE, WILLOWBROOK, IL

PIN NO: 09-15-400-005

EXHIBIT B

PLAN COMMISSION RECOMMENDATION



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Gretchen Boerwinkle

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

MEMORANDUM

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

MEMO FROM: Mike Walec, Chairman, Plan Commission

DATE: December 4, 2025

SUBJECT: Zoning Hearing Case 25-11: Consideration and recommendation regarding a Final Plat of Subdivision for 5904 Western Avenue, Willowbrook, Illinois, for a minor subdivision, for a lot line adjustment to resubdivide one (1) single-family residential parcel into two (2) single-family residential parcels, and considerations of certain variations from Title 9 of the Unified Development Ordinance.

The applicant for this petition is Matthew & Claire Koehler, 5904 Western Avenue, Willowbrook, IL 60527.

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

At a regular meeting of the Plan Commission held on December 3, 2025, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Vice Chairman Kaucky and seconded by Commissioner Louise that, based on the submitted petition, findings of facts, and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed Final Plat of subdivision for 5904 Western Avenue, Willowbrook, Illinois, for a minor subdivision, for a lot line adjustment To resubdivide one (1) single-family residential parcel into two (2) single-family residential parcels and consideration of the following zoning variations:

1. Section 9-3-01(A) – Reduce the required front yard setback in the R-2 District from 40 feet to 27 feet for the existing house on Lot 2.
2. Section 9-3-01(A) – Reduce the required rear yard setback from 30 feet to 19.59 feet for the existing house on Lot 2.
3. Section 9-3-01(1) – Allow impervious surface coverage to increase from 40% to 43% for Lot 2 (reflecting existing conditions of the house, detached garage, and driveway).
4. Section 9-4-11(D)(3)(a) – Permit the existing detached garage, classified as an accessory structure, to encroach 3.64 feet into the newly created 10-foot Public Utility and Drainage Easement (P.U.D.E.).
5. Section 9-4-11(D)(3)(b) – Reduce the required rear setback for an accessory structure from 10 feet to 6.36 feet for the existing detached garage.

6. Section 9-07-03(A) – Streets – Allow the existing Western Avenue Street configuration to remain as-is with no required improvements.
7. Section 9-07-04(D)(1) – Waive the sidewalk requirement along Western Avenue, as no other Willowbrook properties along this street contain public sidewalks.

Subject to the following condition that the approved zoning variations are for the existing conditions of the house. Any new development will need to comply with all bulk regulations and building codes.

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

NAYS: None.

ABSENT: None

MOTION DECLARED CARRIED

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

JW:mk

EXHIBIT C
FINAL PLAT OF SUBDIVISION

