

## 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, JUNE 24, 2019, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. LAW AND ORDINANCES COMMITTEE UPDATE
5. VISITORS' BUSINESS - Public comment is limited to three minutes per person
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - June 10, 2019 (APPROVE)
  - c. Warrants - \$394,962.19 (APPROVE)
  - d. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)
  - e. Monthly Financial Report - May 31, 2019 (APPROVE)
  - f. Plan Commission Recommendation - Public Hearing 19-03: Morgan Harbour Construction, LLC 7510 S. Madison Street, Willowbrook, Illinois, Requesting Approval of a Variation to Reduce the Number of Parking Stalls from Fifty-Four (54) to Thirty-Five (35) Parking Spaces to Accommodate 10,645 Square Feet of Office Space and 7,902 Square Feet of Warehouse Space (RECEIVE)

### NEW BUSINESS

7. RESOLUTION - A Resolution Approving and Authorizing the Village Administrator to Execute, On Behalf of the Village of Willowbrook, an Agreement with Mitech, Inc. to Provided Server Backup Services to the Village of Willowbrook at a Cost Not-To-Exceed \$11,945.00 (ADOPT)

8. RESOLUTION - A Resolution Approving the Purchase of Two (2) Servers Plus Battery Backups, Wireless Access Points, Ethernet Switches and Related Computer Equipment from PCS International and Authorizing the Village Director of Finance to Execute Purchase Orders at a Cost Not-To-Exceed \$40,275.34 (ADOPT)
9. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village, An Agreement for the Provision of Telecommunication Services to the Village of Willowbrook by Access One, Inc. (ADOPT)
10. RESOLUTION - A Resolution Approving and Authorizing the Village Administrator to Execute, On Behalf of the Village of Willowbrook, an Agreement with HR Simplified, Inc. to Provide Third-Party Administrator Services to the Village of Willowbrook Related to Village Sponsored Benefit Plans (ADOPT)
11. ORDINANCE - 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)

PRIOR BUSINESS

12. TRUSTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. CLOSED SESSION
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 10, 2019 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Mayor Trilla, Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Terrance Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: None.

Also present were Village Attorney Thomas Bastian, Village Administrator Brian Pabst, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Interim Village Administrator Michael Mertens, and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Village Administrator Brian Pabst to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

A Resident had concerns about hiring Strategia Consulting LLC, which provides Lobbying and Community Relations services for the Village of Willowbrook.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - May 28, 2019 (APPROVE)
- c. Warrants - \$298,326.16 (APPROVE)
- d. Resolution - A Resolution Approving and Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to Join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) - (ADOPT)
- e. Resolution - A Resolution Approving and Authorizing the Chief of Police to Execute an Agreement with Oxcart

Systems to Manage and Issue the Special Vehicle Hauling Permits for Overweight and Oversize Vehicles Traveling on Village Roadways and to Further Authorize Oxcart to Act as an Agent of the Village, to Assess a Permit Application Fee From Applicants as Part of the Permitting Process (ADOPT)

- f. Resolution - A Resolution Approving and Authorizing the Execution of a Law Enforcement Agreement Between Lexisnexis Coplogic Solutions, Inc. and the Village of Willowbrook (ADOPT)
- g. Ordinance - An Ordinance Amending Sections 8-7-6 Entitles "Maximum Size of Vehicles; Permits;" and 8-7-17 Entitles "Maximum Gross Weight of the Vehicles" Permits;" of Chapter 7 Entitled "Condition of Vehicles" of Title 8 Entitled "Traffic Regulations" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois (PASS)
- h. Motion - A Motion to Approve the 2018 Motor Fuel Tax (MTF) Roadway Maintenance Program - Pay Estimate No. 2 and Final - M & J Asphalt Paving Company, Inc. (PASS)
- i. Motion- A Motion to Approve Prime Contract Potential Change Order #001 (Replace Flashing) for the Community Resource Center/Village Council Chambers Renovation Project, L.J. Morse Construction Company in an Amount Not -To- Exceed \$4,138.34 (PASS)
- j. Resolution - A Resolution Approving and Authorizing the Purchase of Two (2) 2019 Chevrolet Tahoe Police Patrol Package Motor Vehicles Through the Suburban Purchasing Cooperative at a Total Cost, Including Upfitting, Not - To - Exceed \$101,963.96 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. Resolution - A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Willowbrook and the Village of Burr Ridge for the Garfield Avenue Sidewalk Project in the Villages of Willowbrook and Burr Ridge in an Amount Not- To - Exceed \$ 55,000.00 (ADOPT)

Mayor asked Supt. of Public Works Joe Coons to speak, Joe referred to Interim Village Administrator Mertens. Mertens provided a summary of the discussion that occurred at the budget meeting in March. This sidewalk project will fill the gap between the Village of Burr Ridge and the Village of Willowbrook along Garfield Avenue. Burr Ridge will use the Village of Willowbrook's engineer to design the sidewalk. The Village of Burr Ridge also has this as an approval item at their Village board meeting.

Trustee Davi questioned if the plans are constant with the presentation made at the budget meeting. Mertens related that it was the same information.

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to adopt Resolution No. 19-R-34 as presented.

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

MOTION DECLARED CARRIED

7. Resolution - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village of Willowbrook, an Agreement for Lobbying and Community Relations Services with Strategia Consulting LLC. (ADOPT)

Trustee Mistele asked if this is a backup system for communication. Mayor Trilla stated that it was a backup system. Mistele question if the board can approve and be notified if there are any changes within the services. Attorney Bastian related tasks performed are only through the express direction of the Mayor and/or the board. If the board feels the services are too high there is no obligation to assign additional tasks.

Trustee Berglund was not in favor of this resolution.

MOTION: Made by Trustee Kelly and seconded by Trustee Berglund to adopt Resolution No. 19-R-35 as presented.

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

MOTION DECLARED CARRIED

8. Resolution - A Resolution Approving and Authorizing the Mayor to Execute, On Behalf of the Village of Willowbrook, A Proposal with Policy Confluence, Inc. (POLCO) for a Civic Engagement

Services and Licensing Agreement in an Amount Not-To-Exceed \$4,000.00 (ADOPT)

Interim Village Administrator Mertens related that this is a follow-up from the presentation at the last board meeting, and the service will provide another form of community communication.

Trustee Oggerino asked if the cost was \$4,000 annually. Mertens responded yes.

MOTION: Made by Trustee Kelly and seconded by Trustee Davi to postpone discussion on the agreement until the next scheduled Village Board meeting.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal turned the report over to Chief Schaller who suggested that it would be a good idea to meet with The Laws and Ordinances Committee to discuss administrative adjudication within the Village.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Interim Village Administrator Mertens had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. CLOSED SESSION

Mayor Trilla stated that there was no need for Closed Session during tonight's meeting.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:43 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

\_\_\_\_\_, June 2019.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

## WARRANTS

June 24, 2019

6c

GENERAL CORPORATE FUND	-----	\$269,116.61
WATER FUND	-----	\$49,613.08
SSA ONE BOND & INTEREST FUND	-----	76,232.50
TOTAL WARRANTS	-----	\$394,962.19

Carrie Dittman, Director of Finance

C.D.

APPROVED:

Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK  
CHECK DATE FROM 06/12/2019 - 06/25/2019

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/25/2019	APCH	132(E)*#	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	13,412.80
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	67.76
				LIFE INSURANCE - COMMISSIONERS	435-148	07	18.48
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	92.32
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	1,725.68
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	566.78
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	70.56
				LIFE INSURANCE - COMMISSIONERS	550-148	20	72.24
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	2,786.32
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	25,097.13
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,480.42
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,726.11
				CHECK APCHK 132(E) TOTAL FOR FUND 01:			49,116.60
06/25/2019	APCH	133(E)*#	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	13,545.46
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	67.76
				LIFE INSURANCE - COMMISSIONERS	435-148	07	18.48
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	1,631.55
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	96.42
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	566.78
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	70.56
				LIFE INSURANCE - COMMISSIONERS	550-148	20	72.24
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	2,786.33
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	25,097.11
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,480.42
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,726.10
				CHECK APCHK 133(E) TOTAL FOR FUND 01:			49,159.21
06/25/2019	APCH	134(E)	PCS CLOUD SOLUTIONS	EDP LICENSES	615-263	25	49.00
06/25/2019	APCH	94234	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	3,688.50
				CHECK APCHK 94234 TOTAL FOR FUND 01:			26,163.50
06/25/2019	APCH	94235	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	153.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 01 GENERAL FUND</b>							
06/25/2019	APCH	94237	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
06/25/2019	APCH	94238*#	CALL ONE INC	PHONE - TELEPHONES	455-201	10	811.59
				PHONE - TELEPHONES	630-201	30	669.87
				CHECK APCHK 94238 TOTAL FOR FUND 01:			1,481.46
06/25/2019	APCH	94239*#	CARROLL CONSTRUCTION SUPPLY	PARK LANDSCAPE SUPPLIES	565-341	20	264.11
				STREET IMPROVEMENTS	765-685	35	264.12
				CHECK APCHK 94239 TOTAL FOR FUND 01:			528.23
06/25/2019	APCH	94240	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	511.00
06/25/2019	APCH	94241	CHOICE OFFICE EQUP & SUPPLIES IN	COPY SERVICE	455-315	10	503.15
06/25/2019	APCH	94242	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	24.36
				FUEL/MILEAGE/WASH	455-303	10	24.24
				CHECK APCHK 94242 TOTAL FOR FUND 01:			48.60
06/25/2019	APCH	94243	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,847.87
06/25/2019	APCH	94244*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	23.51
				RED LIGHT - COM ED	630-248	30	43.33
				RED LIGHT - COM ED	630-248	30	43.56
				ENERGY - STREET LIGHTS	745-207	35	379.08
				ENERGY - STREET LIGHTS	745-207	35	41.72
				CHECK APCHK 94244 TOTAL FOR FUND 01:			531.20
06/25/2019	APCH	94245*#	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE - VEHICLES	735-409	35	1,467.56
06/25/2019	APCH	94247	DESTINY ARRUNATEGUI	PARK PERMIT FEES	310-814	00	250.00
06/25/2019	APCH	94248#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	46.20
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3.80
				CHECK APCHK 94248 TOTAL FOR FUND 01:			50.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/25/2019	APCH	94249	ELIZABETH NELSON	PARK PERMIT FEES	310-814	00	100.00
06/25/2019	APCH	94250*#	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	740-411	35	425.70
06/25/2019	APCH	94251	FRONTLINE PUBLIC SAFETY SOLUTION	EDP LICENSES	640-263	30	2,175.00
06/25/2019	APCH	94253	GOVHR USA	PERSONNEL RECRUITMENT	455-131	10	6,281.60
				CONSULTING	455-306	10	4,884.62
				CHECK APCHK 94253 TOTAL FOR FUND 01:			11,166.22
06/25/2019	APCH	94254	GOVHR USA	CONSULTING -M. MERTENS	455-306	10	8,611.75
06/25/2019	APCH	94255*#	H AND R CONSTRUCTION INC.	MAINTENANCE - EQUIPMENT	740-411	35	940.34
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,100.00
				CHECK APCHK 94255 TOTAL FOR FUND 01:			4,040.34
06/25/2019	APCH	94257	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	9,081.00
06/25/2019	APCH	94258*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - PW BUILDING	725-418	35	2.98
				STREET & ROW MAINTENANCE	750-328	35	35.88
				STREET & ROW MAINTENANCE	750-328	35	46.60
				CHECK APCHK 94258 TOTAL FOR FUND 01:			85.46
06/25/2019	APCH	94259	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	305.00
06/25/2019	APCH	94260	HRISTINA TOFIOSKA	PARK PERMIT FEES	310-814	00	100.00
06/25/2019	APCH	94261*#	HUNTER ASPHALT PAVING INC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,585.00
06/25/2019	APCH	94262	ILLINOIS AUDIO PRODUCTIONS INC	PHONE - TELEPHONES	455-201	10	300.00
06/25/2019	APCH	94263	J.P. COOKE CO.	OFFICE SUPPLIES	710-301	35	36.90
06/25/2019	APCH	94264	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
06/25/2019	APCH	94265#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	59.31
				COPY SERVICE	630-315	30	31.88

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				COPY SERVICE	630-315	30	269.69
				COPY SERVICE	810-315	40	113.44
				CHECK APCHK 94265 TOTAL FOR FUND 01:			474.32
06/25/2019	APCH	94266	LEADS ON-LINE	FEES/DUES/SUBSCRIPTIONS	630-307	30	1,488.00
06/25/2019	APCH	94267	LORI RINELLA	FUEL/MILEAGE/WASH	630-303	30	23.90
06/25/2019	APCH	94270	MOST DEPENDABLE FOUNTAINS	MAINTENANCE - EQUIPMENT	570-411	20	884.00
06/25/2019	APCH	94271	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30	102.00
06/25/2019	APCH	94272	NEOPOST USA INC	POSTAGE & METER RENT	455-311	10	408.24
06/25/2019	APCH	94273	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	15,904.00
06/25/2019	APCH	94274	NORTHEASTERN ILLINOIS PUBLIC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,980.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	670.00
				CHECK APCHK 94274 TOTAL FOR FUND 01:			2,650.00
06/25/2019	APCH	94276	PCS INTERNATIONAL	EDP LICENSES	615-263	25	524.12
				IT - CONSULTING SERVICES	615-306	25	12,500.00
				CHECK APCHK 94276 TOTAL FOR FUND 01:			13,024.12
06/25/2019	APCH	94277	POLICEONE.COM	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	990.00
06/25/2019	APCH	94278	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	188.97
				MAINTENANCE - VEHICLES	630-409	30	260.55
				MAINTENANCE - VEHICLES	630-409	30	317.55
				MAINTENANCE - VEHICLES	630-409	30	100.00
				MAINTENANCE - VEHICLES	630-409	30	135.11
				CHECK APCHK 94278 TOTAL FOR FUND 01:			1,002.18
06/25/2019	APCH	94279#	RAGS ELECTRIC, INC	CONTRACTED MAINTENANCE	570-281	20	613.54
				CONTRACTED MAINTENANCE	570-281	20	654.97
				CONTRACTED MAINTENANCE	570-281	20	2,063.88
				MAINTENANCE - PW BUILDING	725-418	35	505.61

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				CHECK APCHK 94279 TOTAL FOR FUND 01:			3,838.00
06/25/2019	APCH	94280	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL -REIMB	820-255	40	318.25
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	391.00
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	281.75
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	312.00
				CHECK APCHK 94280 TOTAL FOR FUND 01:			1,303.00
06/25/2019	APCH	94281	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	21.99
06/25/2019	APCH	94282	REPUBLIC SVC #551	WASTE STICKERS - ARC	130-112	00	1,410.00
06/25/2019	APCH	94283	ROCK VALLEY PUBLISHING LLC	PRINTING & PUBLISHING	455-302	10	495.00
06/25/2019	APCH	94284	S & S INDUSTRIAL SUPPLY	MAINTENANCE - EQUIPMENT	735-411	35	47.40
06/25/2019	APCH	94285#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 94285 TOTAL FOR FUND 01:			263.04
06/25/2019	APCH	94286	SCHIFF HARDIN LLP	CRISIS MANAGEMENT	475-367	10	495.00
				CRISIS MANAGEMENT	475-367	10	1,897.50
				CHECK APCHK 94286 TOTAL FOR FUND 01:			2,392.50
06/25/2019	APCH	94287	SIGNS NOW	OFFICE SUPPLIES	810-301	40	25.70
06/25/2019	APCH	94288	SIKICH LLP	FINANCIAL SERVICES	620-252	25	73.75
06/25/2019	APCH	94289	STEVE PIPER & SONS INC	STREET & ROW MAINTENANCE	750-328	35	1,255.20
06/25/2019	APCH	94290	STRATEGIA CONSULTING, LLC	CRISIS MANAGEMENT	475-367	10	2,750.00
06/25/2019	APCH	94291	SU CHEN	REIMBURSEMENTS - TREE PLANTING	310-910	00	75.00
06/25/2019	APCH	94292	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING EQUIPMENT	755-401	35	26.40
06/25/2019	APCH	94293	T.P.I.	PLAN REVIEW - BUILDING CODE- REIMB	820-258	40	11,970.00

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Fund: 01 GENERAL FUND							
				PLAN REVIEW - BUILDING CODE	820-258	40	588.00
				PLAN REVIEW - BUILDING CODE- REIMB	820-258	40	4,772.60
				PART TIME - INSPECTOR- REIMB	830-109	40	5,418.00
				PLUMBING INSPECTION- REIMB	830-115	40	750.00
				CHECK APCHK 94293 TOTAL FOR FUND 01:			23,498.60
06/25/2019	APCH	94294*#	TAMELING GRADING	STREET & ROW MAINTENANCE	750-328	35	6,865.50
06/25/2019	APCH	94295	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	28.80
06/25/2019	APCH	94296	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	163.61
06/25/2019	APCH	94297	TIMOTHY KOBLER	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	142.53
06/25/2019	APCH	94298	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	595.00
				ROAD SIGNS	755-333	35	375.00
				CHECK APCHK 94298 TOTAL FOR FUND 01:			970.00
06/25/2019	APCH	94300	UNIFIRST	MAINTENANCE - PW BUILDING	725-418	35	111.25
06/25/2019	APCH	94301*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	55.97
				PHONE - TELEPHONES	455-201	10	2.86
				PHONE - TELEPHONES	630-201	30	931.21
				TELEPHONES	710-201	35	196.59
				TELEPHONES	810-201	40	71.33
				CHECK APCHK 94301 TOTAL FOR FUND 01:			1,257.96
06/25/2019	APCH	94302	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	9.50
				OFFICE SUPPLIES	630-301	30	26.77
				PRINTING & PUBLISHING	630-302	30	178.00
				OPERATING SUPPLIES	630-331	30	71.10
				OPERATING EQUIPMENT	630-401	30	154.46
				OPERATING EQUIPMENT	630-401	30	31.63
				CHECK APCHK 94302 TOTAL FOR FUND 01:			471.46
06/25/2019	APCH	94303	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER- REIMB	520-257	15	969.00

06/18/2019 12:45 PM  
User: DSCHMIDT  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 06/12/2019 - 06/25/2019

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				PLAN REVIEW - PLANNER- REIMB	520-257	15	3,264.00
				PLAN REVIEW - PLANNER- REIMB	520-257	15	1,168.00
				PLAN REVIEW - PLANNER	520-257	15	5,911.44
				PLAN REVIEW - PLANNER	520-257	15	331.50
				PLAN REVIEW - PLANNER	520-257	15	637.50
				CHECK APCHK 94303 TOTAL FOR FUND 01:			12,281.44
06/25/2019	APCH	94305	WESTERN FIRST AID & SAFETY	OPERATING SUPPLIES	630-331	30	10.85
06/25/2019	APCH	94306	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	100.00
				MAINTENANCE - VEHICLE 2015 FORD VIN 8	630-409	30	100.00
				MAINTENANCE - VEHICLE 2015 FORD VIN 0	630-409	30	202.45
				MAINTENANCE - VEHICLES VIN 2737	630-409	30	435.77
				CHECK APCHK 94306 TOTAL FOR FUND 01:			838.22
				Total for fund 01 GENERAL FUND			269,116.61

06/18/2019 12:45 PM

User: DSCHMIDT

DB: Willowbrook

## CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 06/12/2019 - 06/25/2019

Page 8/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 02 WATER FUND</b>							
06/25/2019	APCH	132(E)*#	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,553.34
06/25/2019	APCH	133(E)*#	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,553.33
06/25/2019	APCH	94236	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	735.00
				LEAK SURVEYS	430-276	50	935.00
				CHECK APCHK 94236 TOTAL FOR FUND 02:			1,670.00
06/25/2019	APCH	94238*#	CALL ONE INC	PHONE - TELEPHONES	401-201	50	234.97
06/25/2019	APCH	94244*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	777.53
06/25/2019	APCH	94245*#	COMMERCIAL TIRE SERVICE, INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	193.00
06/25/2019	APCH	94246	CORRPRO COMPANIES, INC	WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	2,400.00
06/25/2019	APCH	94250*#	FOX TOWN PLUMBING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,077.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,150.00
				CHECK APCHK 94250 TOTAL FOR FUND 02:			4,227.00
06/25/2019	APCH	94252	GEMINI GROUP L.L.C.	PRINTING & PUBLISHING	401-302	50	4,583.37
06/25/2019	APCH	94255*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,200.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	9,255.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,730.00
				CHECK APCHK 94255 TOTAL FOR FUND 02:			20,185.00
06/25/2019	APCH	94256	HBK WATER METER SERVICE	NEW METERING EQUIPMENT	435-461	50	1,649.72
06/25/2019	APCH	94258*#	HOME DEPOT CREDIT SERVICES	PUMP INSPECTION REPAIR MAINTAIN STA	420-491	50	21.94
				OPERATING EQUIPMENT	430-401	50	330.95
				CHECK APCHK 94258 TOTAL FOR FUND 02:			352.89

06/18/2019 12:45 PM  
User: DSCHMIDT  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 06/12/2019 - 06/25/2019

Page 9/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
06/25/2019	APCH	94261*#	HUNTER ASPHALT PAVING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,850.00
06/25/2019	APCH	94269	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	292.50
				EDP LICENSES	417-263	50	138.00
				CHECK APCHK 94269 TOTAL FOR FUND 02:			430.50
06/25/2019	APCH	94275	OFFICIAL PAYMENTS CORP	FEES DUES SUBSCRIPTIONS	401-307	50	19.50
06/25/2019	APCH	94294*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	401.00
06/25/2019	APCH	94299	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,040.00
06/25/2019	APCH	94301*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	196.59
06/25/2019	APCH	94304	WEST SIDE TRACTOR SALES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,295.34
				Total for fund 02 WATER FUND			49,613.08

06/18/2019 12:45 PM  
User: DSCHMIDT  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 06/12/2019 - 06/25/2019

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND							
06/25/2019	APCH	94268	MCHENRY SAVINGS BANK	BOND INTEREST EXPENSE	550-402	60	76,232.50
TOTAL - ALL FUNDS				Total for fund 06 SSA ONE BOND & INTEREST FUND			76,232.50
394,962.19							

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

#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



6d

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

BUCKNER, MABLE  
7822 VIRGINIA CT  
WILLOWBROOK, IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 97.84. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

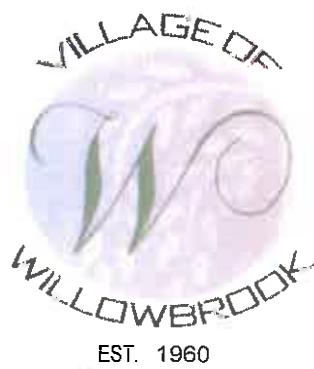
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

ESTRADA, SCOTT  
7627 ARLENE AVE  
WILLOWBROOK, IL 60527-2310

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

Dear Sir or Madam,

Re: Account REDACTED  
PIN #: REDACTED  
Delinquent Water Bill

Please be advised that your water bill is now delinquent in the amount of \$ 134.81. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

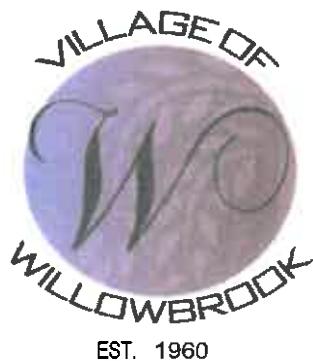
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

JASPER, JEROME L.  
320 SHERIDAN DR APT 1D  
WILLOWBROOK, IL 60527-2596

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 300.70. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

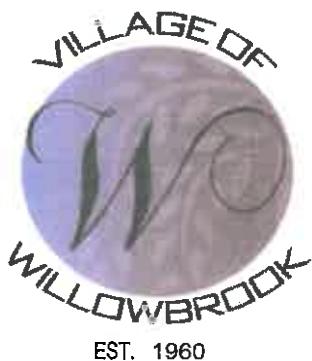
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

KOLLER, NERINGA  
7724 CHERRY TREE LN  
WILLOWBROOK, IL 60527-2467

**Village Clerk**

Leroy R. Hansen

Re: Account 12-11  
PIN #: 12-11  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 249.08. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

**Chief of Police**

Robert Schaller

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

**Director of Finance**

Carrie Dittman

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

LANE, CLYDE & GORDON, CHIQUITA  
334 SHERIDAN DR APT 2A  
WILLOWBROOK, IL 60527-2664

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 206.15. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

**Chief of Police**

Robert Schaller

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

**Director of Finance**

Carrie Dittman

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

MELOUN, SUSAN  
324 SHERIDAN DR APT 1B  
WILLOWBROOK, IL 60527-2662

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 85.28. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

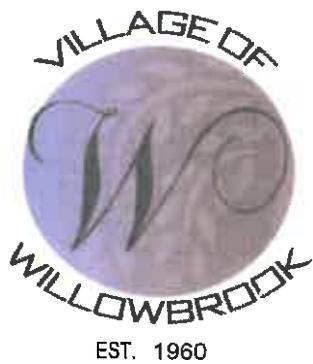
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

MILLER, LAURA  
7544 CLARENDON HILLS RD 2E  
WILLOWBROOK, IL 60527-4

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

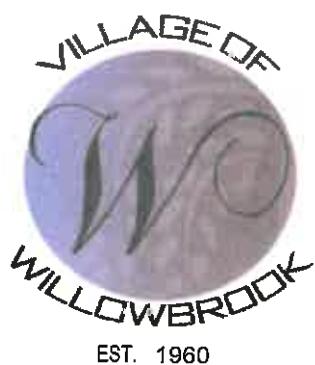
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

ROGERS, CRISSY  
7726 ELEANOR PL  
WILLOWBROOK, IL 60527-2634

**Village Clerk**

Leroy R. Hansen

Re: Account   
PIN #:   
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 173.15. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

**Chief of Police**

Robert Schaller

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Director of Finance**

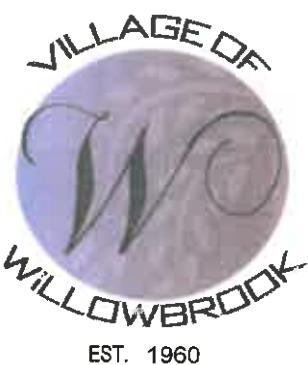
Carrie Dittman

Sincerely,



Timothy J. Halik  
Director of Municipal Services





# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

Mayor

Frank A. Trilla

TEMEN, KENNETH  
413 79TH ST  
WILLOWBROOK, IL 60527-2405

Village Clerk

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 138.65. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services







# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

May 30, 2019

**Mayor**

Frank A. Trilla

WILLOWBROOK INN  
255 SHELLEY RD  
ELK GROVE VILLAGE, IL 60007

**Village Clerk**

Leroy R. Hansen

Re: Account [REDACTED]  
PIN #: [REDACTED]  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 742.99. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before June 21, 2019, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

**Village Administrator**

Tim Halik

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

**Chief of Police**

Robert Schaller

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Director of Finance**

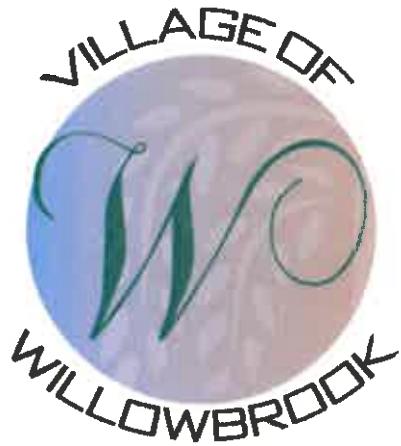
Carrie Dittman

Sincerely.

Timothy J. Halik  
Director of Municipal Services







## MONTHLY FINANCIAL REPORT

MAY 2019

RESPECTFULLY SUBMITTED BY:

Frank A. Trilla, Mayor

Carrie Dittman, Director of Finance

**VILLAGE OF WILLOWBROOK**  
**FINANCIAL REPORT**  
**MUNICIPAL SALES AND USE TAXES**

MONTH	SALE	DIST	MADE	15-16	16-17	17-18	18-19	19-20			
MAY	FEB	\$	253,282	\$	267,882	\$	264,472	\$	276,118	\$	320,221
JUNE	MAR		301,469		312,681		304,436		334,282		
JULY	APR		267,013		269,580		304,925		309,957		
AUG	MAY		328,251		331,887		345,478		376,154		
SEPT	JUNE		349,847		398,196		354,582		364,229		
OCT	JULY		306,409		316,266		313,701		320,062		
NOV	AUG		337,896		315,293		361,826		339,020		
DEC	SEPT		360,843		325,374		334,582		342,467		
JAN	OCT		318,340		289,208		312,400		329,103		
FEB	NOV		304,839		304,898		319,012		362,572		
MARCH	DEC		393,072		371,080		416,900		428,214		
APRIL	JAN		266,970		263,392		285,192		296,927		
<b>TOTAL</b>			<b>\$ 3,788,231</b>		<b>\$ 3,765,737</b>		<b>\$ 3,917,506</b>		<b>\$ 4,079,105</b>		<b>\$ 320,221</b>
<b>MTH AVG</b>			<b>\$ 315,686</b>		<b>\$ 313,811</b>		<b>\$ 326,459</b>		<b>\$ 339,925</b>		<b>\$ 320,221</b>
<b>BUDGET</b>			<b>\$ 3,600,000</b>		<b>\$ 3,600,000</b>		<b>\$ 3,600,000</b>		<b>\$ 3,600,000</b>		<b>\$ 4,000,000</b>

YEAR TO DATE LAST YEAR : \$ 276,118

YEAR TO DATE THIS YEAR : \$ 320,221

DIFFERENCE : \$ 44,103

PERCENTAGE CHANGE :

15.97%

CURRENT FISCAL YEAR:

BUDGETED REVENUE: \$ 4,000,000

PERCENTAGE OF YEAR COMPLETED : 8.33%

PERCENTAGE OF REVENUE TO DATE : 8.01%

PROJECTION OF ANNUAL REVENUE : \$ 4,730,641

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 730,641

EST. PERCENT DIFF ACTUAL TO BUDGET

18.3%

**VILLAGE OF WILLOWBROOK**  
**MONTHLY CASH AND INVESTMENT BALANCE BY FUND**  
**FOR THE MONTH ENDED 05/31/2019**

ACCOUNT	BALANCE
<b>Fund 01 GENERAL FUND</b>	
CHECKING - 0283	0.00
COMMUNITY BANK OF WB - 0275	619,314.10
IL FUNDS - 5435	3,222,174.54
COMMUNITY BANK OF WB MM - 1771	304,166.62
COMMUNITY BANK RD LGHT - 0243	345.64
COMMUNITY BANK OF WB FSA - 3804	
U.S. BANK RED LIGHT - 4216	11,284.77
COMMUNITY BANK DRUG ACCT - 4171	15,325.00
PETTY CASH REVIVING	82,022.89
IMET - GENERAL	950.00
	28.98
<b>Total For Fund 01:</b>	<b><u>4,255,612.54</u></b>
<b>Fund 02 WATER FUND</b>	
IL FUNDS WATER - 5914	1,048,079.96
COMMUNITY BANK OF WB WTR - 4163	539,685.54
COMMUNITY BANK OF WB - 0275	0.00
<b>Total For Fund 02:</b>	<b><u>1,587,765.50</u></b>
<b>Fund 03 HOTEL/MOTEL TAX FUND</b>	
IL FUNDS HOTEL/MOTEL - 5948	475,068.02
COMMUNITY BANK OF WB - 0275	56,012.29
<b>Total For Fund 03:</b>	<b><u>531,080.31</u></b>
<b>Fund 04 MOTOR FUEL TAX FUND</b>	
IL FUNDS MFT - 5443	384,023.43
<b>Total For Fund 04:</b>	<b><u>384,023.43</u></b>
<b>Fund 06 SSA ONE BOND &amp; INTEREST FUND</b>	
IL FUNDS SSA BOND - 4621	13,801.56
COMMUNITY BANK OF WB - 0275	124.82
<b>Total For Fund 06:</b>	<b><u>13,926.38</u></b>
<b>Fund 07 POLICE PENSION FUND</b>	
COMMUNITY BANK OF WB PP - 4155	2,657.40
COMMUNITY BANK OF WB - 0275	0.00
SCHWAB - PP MONEY MARKET	48,792.47
US TREASURIES	457,550.88
US AGENCIES	5,664,164.20
MUNICIPAL BONDS	888,680.32
CORPORATE BONDS	1,952,834.52
MUTUAL FUNDS	13,210,540.08
MARKET VALUE CONTRA	(308,265.89)
<b>Total For Fund 07:</b>	<b><u>21,916,953.98</u></b>
<b>Fund 09 WATER CAPITAL IMPROVEMENTS FUND</b>	
IL FUNDS WTR CAP - 1206	445,233.59
<b>Total For Fund 09:</b>	<b><u>445,233.59</u></b>
<b>Fund 10 CAPITAL PROJECT FUND</b>	
IL FUNDS CAP PROJECTS - 3133	668.46
<b>Total For Fund 10:</b>	<b><u>668.46</u></b>
<b>Fund 11 DEBT SERVICE FUND</b>	
IL FUNDS BOND PROCEEDS DS - 2756	11.25
<b>Total For Fund 11:</b>	<b><u>11.25</u></b>
<b>Fund 14 LAND ACQUISITION, FACILITY, EXPANSION &amp;</b>	
IL FUNDS BOND PROCEEDS LAFER - 2772	0.02
<b>Total For Fund 14:</b>	<b><u>0.02</u></b>
<b>Fund 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX</b>	
IL FUNDS BUSINESS DISTRICT - 5435	991,996.45
<b>Total For Fund 15:</b>	<b><u>991,996.45</u></b>
<b>TOTAL CASH &amp; INVESTMENTS:</b>	<b><u>30,127,271.91</u></b>

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019  
CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

Page: 1/2

GL NUMBER	DESCRIPTION	END BALANCE 05/31/2019
Fund 01 - GENERAL FUND		
MONEY MARKET		
01-00-110-322	IL FUNDS - 5435	3,222,174.54
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	304,166.62
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	345.64
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	82,022.89
01-00-120-155	IMET - GENERAL	28.98
	Net MONEY MARKET	<u>3,608,738.67</u>
PETTY CASH		
01-00-110-911	PETTY CASH REVIVING	950.00
	Net PETTY CASH	<u>950.00</u>
SAVINGS		
01-00-110-257	COMMUNITY BANK OF WB - 0275	619,314.10
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,284.77
01-00-110-335	U.S. BANK RED LIGHT - 4216	15,325.00
	Net SAVINGS	<u>645,923.87</u>
Fund 02 - WATER FUND		
MONEY MARKET		
02-00-110-113	IL FUNDS WATER - 5914	1,048,079.96
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	539,685.54
	Net MONEY MARKET	<u>1,587,765.50</u>
Fund 03 - HOTEL/MOTEL TAX FUND		
MONEY MARKET		
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	475,068.02
	Net MONEY MARKET	<u>475,068.02</u>
SAVINGS		
03-00-110-257	COMMUNITY BANK OF WB - 0275	56,012.29
	Net SAVINGS	<u>56,012.29</u>
Fund 04 - MOTOR FUEL TAX FUND		
MONEY MARKET		
04-00-110-116	IL FUNDS MFT - 5443	384,023.43
	Net MONEY MARKET	<u>384,023.43</u>
Fund 06 - SSA ONE BOND & INTEREST FUND		
MONEY MARKET		
06-00-110-117	IL FUNDS SSA BOND - 4621	13,801.56
	Net MONEY MARKET	<u>13,801.56</u>
SAVINGS		
06-00-110-257	COMMUNITY BANK OF WB - 0275	124.82
	Net SAVINGS	<u>124.82</u>
Fund 07 - POLICE PENSION FUND		
MONEY MARKET		
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	2,657.40
07-00-110-336	SCHWAB - PP MONEY MARKET	48,792.47
	Net MONEY MARKET	<u>51,449.87</u>
AGENCY CERTIFICATES		
07-00-120-260	US AGENCIES	5,664,164.20
	Net AGENCY CERTIFICATES	<u>5,664,164.20</u>
CORPORATE BONDS		
07-00-120-288	CORPORATE BONDS	1,952,834.52
	Net CORPORATE BONDS	<u>1,952,834.52</u>
MUNICIPAL BONDS		
07-00-120-270	MUNICIPAL BONDS	888,680.32
	Net MUNICIPAL BONDS	<u>888,680.32</u>

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019  
CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

Page: 2/2

GL NUMBER	DESCRIPTION	END BALANCE 05/31/2019
Fund 07 - POLICE PENSION FUND		
MUTUAL FUNDS		
07-00-120-290	MUTUAL FUNDS	13,210,540.08
	Net MUTUAL FUNDS	13,210,540.08
MARKET VALUE		
07-00-120-900	MARKET VALUE CONTRA	(308,265.89)
	Net MARKET VALUE	(308,265.89)
TREASURY NOTES		
07-00-120-250	US TREASURIES	457,550.88
	Net TREASURY NOTES	457,550.88
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND		
MONEY MARKET		
09-00-110-324	IL FUNDS WTR CAP - 1206	445,233.59
	Net MONEY MARKET	445,233.59
Fund 10 - CAPITAL PROJECT FUND		
MONEY MARKET		
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	668.46
	Net MONEY MARKET	668.46
Fund 11 - DEBT SERVICE FUND		
MONEY MARKET		
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
	Net MONEY MARKET	11.25
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &		
MONEY MARKET		
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	0.02
	Net MONEY MARKET	0.02
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX		
MONEY MARKET		
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	991,996.45
	Net MONEY MARKET	991,996.45

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 05/31/2019  
 CASH & INVESTMENTS BY INSTITUTION

Page: 1/1

GL NUMBER	DESCRIPTION	END BALANCE 05/31/2019
COMMUNITY BANK OF WB		
01-00-110-257	COMMUNITY BANK OF WB - 0275	619,314.10
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	304,166.62
01-00-110-325	COMMUNITY BANK RD LGHT - 0243	345.64
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	11,284.77
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	82,022.89
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	539,685.54
03-00-110-257	COMMUNITY BANK OF WB - 0275	56,012.29
06-00-110-257	COMMUNITY BANK OF WB - 0275	124.82
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	2,657.40
	Net COMMUNITY BANK OF WB	1,615,614.07
ILLINOIS FUNDS		
01-00-110-322	IL FUNDS - 5435	3,222,174.54
02-00-110-113	IL FUNDS WATER - 5914	1,048,079.96
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	475,068.02
04-00-110-116	IL FUNDS MFT - 5443	384,023.43
06-00-110-117	IL FUNDS SSA BOND - 4621	13,801.56
09-00-110-324	IL FUNDS WTR CAP - 1206	445,233.59
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	668.46
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	11.25
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	0.02
15-00-110-322	IL FUNDS BUSINESS DISTRICT - 5435	991,996.45
	Net ILLINOIS FUNDS	6,581,057.28
IMET		
01-00-120-155	IMET - GENERAL	28.98
	Net IMET	28.98
U.S. BANK		
01-00-110-335	U.S. BANK RED LIGHT - 4216	15,325.00
	Net U.S. BANK	15,325.00
VILLAGE OF WILLOWBROOK		
01-00-110-911	PETTY CASH REVIVING	950.00
	Net VILLAGE OF WILLOWBROOK	950.00
CHARLES SCHWAB		
07-00-110-336	SCHWAB - PP MONEY MARKET	48,792.47
07-00-120-250	US TREASURIES	457,550.88
07-00-120-260	US AGENCIES	5,664,164.20
07-00-120-270	MUNICIPAL BONDS	888,680.32
07-00-120-288	CORPORATE BONDS	1,952,834.52
07-00-120-290	MUTUAL FUNDS	13,210,540.08
07-00-120-900	MARKET VALUE CONTRA	(308,265.89)
	Net CHARLES SCHWAB	21,914,296.58
Total - All Funds:		30,127,271.91

INTERFUND ACTIVITY REPORT FOR WILLOWBROOK  
 Period Ending 05/31/2019  
 Due To/From Other Funds

Page:

1/1

GL Number	Description	Balance
<b>Fund 01: GENERAL FUND</b>		
Due From Other Funds		
01-00-140-102	DUE TO/FROM WATER FUND	100.00
01-00-140-107	DUE TO/FROM POLICE PENSION FUND	38,239.34
01-00-140-111	DUE TO/FROM DEBT SERVICE FUND	56,072.00
	<b>Total Due From Other Funds</b>	<b>94,411.34</b>
<b>Fund 02: WATER FUND</b>		
Due From Other Funds		
02-00-140-101	DUE TO/FROM GENERAL FUND	(100.00)
	<b>Total Due From Other Funds</b>	<b>(100.00)</b>
<b>Fund 07: POLICE PENSION FUND</b>		
Due From Other Funds		
07-00-140-101	DUE TO/FROM GENERAL FUND	(38,239.34)
	<b>Total Due From Other Funds</b>	<b>(38,239.34)</b>
<b>Fund 11: DEBT SERVICE FUND</b>		
Due From Other Funds		
11-00-140-101	DUE TO/FROM GENERAL FUND	(56,072.00)
	<b>Total Due From Other Funds</b>	<b>(56,072.00)</b>

REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

Page: 1/6

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 01 - GENERAL FUND</b>						
<b>PROPERTY TAX</b>						
01-00-310-101	PROPERTY TAX LEVY - SRA	2,169.03	2,169.03	74,420.00	2.91	72,250.97
01-00-310-102	PROPERTY TAX LEVY - ROAD & BRIDGE	3,454.34	3,454.34	111,259.00	3.10	107,804.66
<b>Net PROPERTY TAX</b>		<b>5,623.37</b>	<b>5,623.37</b>	<b>185,679.00</b>	<b>3.03</b>	<b>180,055.63</b>
<b>OTHER TAXES</b>						
01-00-310-201	MUNICIPAL SALES TAX	320,221.33	320,221.33	4,000,000.00	8.01	3,679,778.67
01-00-310-202	ILLINOIS INCOME TAX	171,494.93	171,494.93	815,000.00	21.04	643,505.07
01-00-310-203	AMUSEMENT TAX	5,584.39	5,584.39	57,504.00	9.71	51,919.61
01-00-310-204	REPLACEMENT TAX	393.45	393.45	1,250.00	31.48	856.55
01-00-310-205	UTILITY TAX	67,576.06	67,576.06	898,000.00	7.53	830,423.94
01-00-310-208	PLACES OF EATING TAX	45,277.56	45,277.56	500,000.00	9.06	454,722.44
01-00-310-209	WATER TAX	11,649.98	11,649.98	160,000.00	7.28	148,350.02
01-00-310-210	WATER TAX - CLARENDON WATER CO	0.00	0.00	120.00	0.00	120.00
<b>Net OTHER TAXES</b>		<b>622,197.70</b>	<b>622,197.70</b>	<b>6,431,874.00</b>	<b>9.67</b>	<b>5,809,676.30</b>
<b>LICENSES</b>						
01-00-310-302	LIQUOR LICENSES	0.00	0.00	61,250.00	0.00	61,250.00
01-00-310-303	BUSINESS LICENSES	200.00	200.00	78,000.00	0.26	77,800.00
01-00-310-305	VENDING MACHINE	0.00	0.00	2,600.00	0.00	2,600.00
01-00-310-306	SCAVENGER LICENSES	0.00	0.00	7,000.00	0.00	7,000.00
<b>Net LICENSES</b>		<b>200.00</b>	<b>200.00</b>	<b>148,850.00</b>	<b>0.13</b>	<b>148,650.00</b>
<b>PERMITS</b>						
01-00-310-401	BUILDING PERMITS	26,912.30	26,912.30	275,000.00	9.79	248,087.70
01-00-310-402	SIGN PERMITS	1,599.45	1,599.45	5,000.00	31.99	3,400.55
01-00-310-403	OTHER PERMITS	30.00	30.00	500.00	6.00	470.00
01-00-310-404	COUNTY BMP FEE	0.00	0.00	2,000.00	0.00	2,000.00
<b>Net PERMITS</b>		<b>28,541.75</b>	<b>28,541.75</b>	<b>282,500.00</b>	<b>10.10</b>	<b>253,958.25</b>
<b>FINES</b>						
01-00-310-501	CIRCUIT COURT FINES	7,992.41	7,992.41	100,000.00	7.99	92,007.59
01-00-310-502	TRAFFIC FINES	2,575.00	2,575.00	25,000.00	10.30	22,425.00
01-00-310-503	RED LIGHT FINES	53,890.00	53,890.00	600,000.00	8.98	546,110.00
<b>Net FINES</b>		<b>64,457.41</b>	<b>64,457.41</b>	<b>725,000.00</b>	<b>8.89</b>	<b>660,542.59</b>
<b>OVERHEAD REIMBURSEMENT</b>						
01-00-310-601	ADMINISTRATIVE SUPPORT REIMB - WATE	47,972.25	47,972.25	575,667.00	8.33	527,694.75
<b>Net OVERHEAD REIMBURSEMENT</b>		<b>47,972.25</b>	<b>47,972.25</b>	<b>575,667.00</b>	<b>8.33</b>	<b>527,694.75</b>
<b>CHARGES &amp; FEES</b>						
01-00-310-700	PLANNING APPLICATION FEES	0.00	0.00	10,000.00	0.00	10,000.00
01-00-310-701	PUBLIC HEARING FEES	0.00	0.00	2,550.00	0.00	2,550.00
01-00-310-702	PLANNING REVIEW FEES	0.00	0.00	2,500.00	0.00	2,500.00
01-00-310-704	ACCIDENT REPORT COPIES	235.00	235.00	2,000.00	11.75	1,765.00
01-00-310-705	VIDEO GAMING FEES	5,021.84	5,021.84	36,000.00	13.95	30,978.16
01-00-310-706	COPIES-ORDINANCES & MAPS	0.00	0.00	50.00	0.00	50.00

REVENUE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

Page: 2/6

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20		AVAILABLE BALANCE
				ORIGINAL BUDGET	% BDGT USED	
<b>Fund 01 - GENERAL FUND</b>						
01-00-310-723	ELEVATOR INSPECTION FEES	150.00	150.00	5,000.00	3.00	4,850.00
01-00-310-724	BURGLAR ALARM FEES	0.00	0.00	10,000.00	0.00	10,000.00
<b>Net CHARGES &amp; FEES</b>		<b>5,406.84</b>	<b>5,406.84</b>	<b>68,100.00</b>	<b>7.94</b>	<b>62,693.16</b>
<b>PARK &amp; RECREATION CHARGES</b>						
01-00-310-813	PARK & REC CONTRIBUTION	300.00	300.00	2,500.00	12.00	2,200.00
01-00-310-814	PARK PERMIT FEES	580.00	580.00	3,000.00	19.33	2,420.00
01-00-310-815	SUMMER RECREATION FEES	1,725.00	1,725.00	8,750.00	19.71	7,025.00
01-00-310-817	SPECIAL EVENTS	1,005.00	1,005.00	3,600.00	27.92	2,595.00
01-00-310-818	FALL RECREATION FEES	0.00	0.00	200.00	0.00	200.00
01-00-310-819	BURR RIDGE/WILLOWBROOK BASEBALL R	0.00	0.00	6,500.00	0.00	6,500.00
01-00-310-820	HOLIDAY CONTRIBUTION	0.00	0.00	4,000.00	0.00	4,000.00
01-00-310-823	SPRING RECREATION FEES	0.00	0.00	200.00	0.00	200.00
<b>Net PARK &amp; RECREATION CHARGES</b>		<b>3,610.00</b>	<b>3,610.00</b>	<b>28,750.00</b>	<b>12.56</b>	<b>25,140.00</b>
<b>OTHER REVENUE</b>						
01-00-310-909	SALE - FIXED ASSETS	0.00	0.00	7,500.00	0.00	7,500.00
01-00-310-910	REIMBURSEMENTS - TREE PLANTING	900.00	900.00	500.00	180.00	(400.00)
01-00-310-911	ATS RED LIGHT ENERGY REIMBURSEMENT	0.00	0.00	1,320.00	0.00	1,320.00
01-00-310-912	REIMBURSEMENTS-BRUSH PICK-UP	2,747.52	2,747.52	11,600.00	23.69	8,852.48
01-00-310-913	OTHER RECEIPTS	10.00	10.00	20,000.00	0.05	19,990.00
01-00-310-915	REIMBURSEMENTS - POLICE SPECIAL DET	0.00	0.00	4,000.00	0.00	4,000.00
01-00-310-922	FEDERAL/STATE GRANTS	0.00	0.00	72,788.00	0.00	72,788.00
01-00-310-925	NICOR GAS ANNUAL PAYMENT	0.00	0.00	14,000.00	0.00	14,000.00
01-00-310-926	CABLE FRANCHISE FEES	36,210.73	36,210.73	216,000.00	16.76	179,789.27
01-00-310-928	DRUG FORFEITURES - STATE	0.00	0.00	5,000.00	0.00	5,000.00
01-00-310-929	DRUG FORFEITURES - FEDERAL	0.00	0.00	6,000.00	0.00	6,000.00
<b>Net OTHER REVENUE</b>		<b>39,868.25</b>	<b>39,868.25</b>	<b>358,708.00</b>	<b>11.11</b>	<b>318,839.75</b>
<b>NON-OPERATING</b>						
01-00-320-108	INTEREST INCOME	8,925.21	8,925.21	24,000.00	37.19	15,074.79
<b>Net NON-OPERATING</b>		<b>8,925.21</b>	<b>8,925.21</b>	<b>24,000.00</b>	<b>37.19</b>	<b>15,074.79</b>
<b>Fund 01 - GENERAL FUND:</b>						
<b>TOTAL REVENUES</b>						
<b>Fund 02 - WATER FUND</b>						
<b>CHARGES &amp; FEES</b>						
02-00-310-712	WATER SALES	235,730.65	235,730.65	3,200,000.00	7.37	2,964,269.35
02-00-310-713	WATER PENALTIES	957.08	957.08	5,000.00	19.14	4,042.92
02-00-310-718	SHUTOFF/NSF FEE	1,170.00	1,170.00	2,500.00	46.80	1,330.00
<b>Net CHARGES &amp; FEES</b>		<b>237,857.73</b>	<b>237,857.73</b>	<b>3,207,500.00</b>	<b>7.42</b>	<b>2,969,642.27</b>

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20		AVAILABLE BALANCE
				ORIGINAL BUDGET	% BDGT USED	
Fund 02 - WATER FUND						
OTHER REVENUE						
02-00-310-714	WATER METER SALES	413.18	413.18	3,000.00	13.77	2,586.82
02-00-310-716	WATER METER READ SALES	857.00	857.00	5,000.00	17.14	4,143.00
02-00-310-717	OTHER REVENUE	150.00	150.00	1,000.00	15.00	850.00
Net OTHER REVENUE		1,420.18	1,420.18	9,000.00	15.78	7,579.82
NON-OPERATING						
02-00-320-108	INTEREST INCOME	2,297.34	2,297.34	12,000.00	19.14	9,702.66
02-00-320-713	WATER CONNECTION FEES	600.00	600.00	3,000.00	20.00	2,400.00
Net NON-OPERATING		2,897.34	2,897.34	15,000.00	19.32	12,102.66
Fund 02 - WATER FUND:						
TOTAL REVENUES		242,175.25	242,175.25	3,231,500.00	7.49	2,989,324.75
Fund 03 - HOTEL/MOTEL TAX FUND						
OTHER TAXES						
03-00-310-205	HOTEL/MOTEL TAX	20,573.89	20,573.89	248,000.00	8.30	227,426.11
Net OTHER TAXES		20,573.89	20,573.89	248,000.00	8.30	227,426.11
NON-OPERATING						
03-00-320-108	INTEREST INCOME	982.96	982.96	6,000.00	16.38	5,017.04
Net NON-OPERATING		982.96	982.96	6,000.00	16.38	5,017.04
Fund 03 - HOTEL/MOTEL TAX FUND:						
TOTAL REVENUES		21,556.85	21,556.85	254,000.00	8.49	232,443.15
Fund 04 - MOTOR FUEL TAX FUND						
OTHER TAXES						
04-00-310-216	MFT RECEIPTS	18,902.92	18,902.92	217,343.00	8.70	198,440.08
Net OTHER TAXES		18,902.92	18,902.92	217,343.00	8.70	198,440.08
NON-OPERATING						
04-00-320-108	INTEREST INCOME	785.72	785.72	4,500.00	17.46	3,714.28
Net NON-OPERATING		785.72	785.72	4,500.00	17.46	3,714.28
Fund 04 - MOTOR FUEL TAX FUND:						

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 04 - MOTOR FUEL TAX FUND						
	TOTAL REVENUES	19,688.64	19,688.64	221,843.00	8.88	202,154.36
Fund 06 - SSA ONE BOND & INTEREST FUND						
PROPERTY TAX						
06-00-310-101	PROPERTY TAX RECEIPTS	0.00	0.00	322,465.00	0.00	322,465.00
Net PROPERTY TAX		0.00	0.00	322,465.00	0.00	322,465.00
NON-OPERATING						
06-00-320-108	INTEREST INCOME	28.55	28.55	500.00	5.71	471.45
Net NON-OPERATING		28.55	28.55	500.00	5.71	471.45
Fund 06 - SSA ONE BOND & INTEREST FUND:						
	TOTAL REVENUES	28.55	28.55	322,965.00	0.01	322,936.45
Fund 07 - POLICE PENSION FUND						
OTHER REVENUE						
07-00-310-607	VILLAGE CONTRIBUTION	77,537.08	77,537.08	986,858.00	7.86	909,320.92
07-00-310-906	POLICE CONTRIBUTIONS	15,441.45	15,441.45	206,484.00	7.48	191,042.55
Net OTHER REVENUE		92,978.53	92,978.53	1,193,342.00	7.79	1,100,363.47
NON-OPERATING						
07-00-320-108	INTEREST INCOME	30,215.25	30,215.25	500,000.00	6.04	469,784.75
07-00-320-110	UNREALIZED GAIN (LOSS) ON INVESTMENT	(744,603.75)	(744,603.75)	0.00	100.00	744,603.75
07-00-320-111	GAIN (LOSS) ON INVESTMENTS	(368.42)	(368.42)	0.00	100.00	368.42
07-00-320-112	CONTRIBUTIONS/DONATIONS	50.00	50.00	0.00	100.00	(50.00)
Net NON-OPERATING		(714,706.92)	(714,706.92)	500,000.00	(142.94)	1,214,706.92
Fund 07 - POLICE PENSION FUND:						
	TOTAL REVENUES	(621,728.39)	(621,728.39)	1,693,342.00	36.72	2,315,070.39
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND						
NON-OPERATING						
09-00-320-108	INTEREST INCOME	921.24	921.24	6,000.00	15.35	5,078.76
Net NON-OPERATING		921.24	921.24	6,000.00	15.35	5,078.76
TRANSFERS IN						
09-00-330-102	TRANSFER FROM WATER	0.00	0.00	400,000.00	0.00	400,000.00
Net TRANSFERS IN		0.00	0.00	400,000.00	0.00	400,000.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 09 - WATER CAPITAL IMPROVEMENTS FUND</b>						
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:						
TOTAL REVENUES		921.24	921.24	406,000.00	0.23	405,078.76
Fund 10 - CAPITAL PROJECT FUND						
NON-OPERATING						
10-00-320-108	INTEREST INCOME	1.31	1.31	0.00	100.00	(1.31)
Net NON-OPERATING		1.31	1.31	0.00	100.00	(1.31)
Fund 10 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		1.31	1.31	0.00	100.00	(1.31)
Fund 11 - DEBT SERVICE FUND						
TRANSFERS IN						
11-00-330-101	TRANSFER FROM GENERAL FUND	0.00	0.00	278,873.00	0.00	278,873.00
11-00-330-102	TRANSFER FROM WATER	0.00	0.00	47,471.00	0.00	47,471.00
Net TRANSFERS IN		0.00	0.00	326,344.00	0.00	326,344.00
Fund 11 - DEBT SERVICE FUND:						
TOTAL REVENUES		0.00	0.00	326,344.00	0.00	326,344.00
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &						
TRANSFERS IN						
14-00-330-101	TRANSFER FROM GENERAL FUND	0.00	0.00	120,000.00	0.00	120,000.00
Net TRANSFERS IN		0.00	0.00	120,000.00	0.00	120,000.00
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & :						
TOTAL REVENUES		0.00	0.00	120,000.00	0.00	120,000.00
Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX						
OTHER TAXES						
15-00-310-201	BUSINESS DISTRICT SALES TAX TOWN CE	47,967.11	47,967.11	485,000.00	9.89	437,032.89
Net OTHER TAXES		47,967.11	47,967.11	485,000.00	9.89	437,032.89

REVENUE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/2019	YTD BALANCE 05/31/2019	2019-20		AVAILABLE BALANCE				
				ORIGINAL BUDGET	% BDGT USED					
<b>Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX</b>										
<b>Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX:</b>										
<b>TOTAL REVENUES</b>		47,967.11	47,967.11	485,000.00	9.89	437,032.89				
<b>TOTAL REVENUES - ALL FUNDS</b>		537,413.34	537,413.34	15,890,122.00	3.38	15,352,708.66				

**EXPENDITURE REPORT FOR WILLOWBROOK**  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.						
		MONTH 05/31/19	YTD BALANCE 05/31/2019											
<b>Fund 01 - GENERAL FUND</b>														
<b>Dept 05 - VILLAGE BOARD &amp; CLERK</b>														
<b>GENERAL MANAGEMENT</b>														
01-05-400-147	MEDICARE	69.19	69.19	922.00	7.50	852.81	1,844.00	1,774.81						
01-05-400-161	SOCIAL SECURITY	295.84	295.84	3,943.00	7.50	3,647.16	7,886.00	7,590.16						
01-05-410-101	SALARIES - MAYOR & VILLAGE	3,900.00	3,900.00	56,400.00	6.91	52,500.00	112,800.00	108,900.00						
01-05-410-125	SALARY - VILLAGE CLERK	600.00	600.00	7,200.00	8.33	6,600.00	14,400.00	13,800.00						
01-05-410-141	LIFE INSURANCE - ELECTED OF	0.00	0.00	816.00	0.00	816.00	1,632.00	1,632.00						
01-05-410-201	PHONE - TELEPHONES	55.97	55.97	696.00	8.04	640.03	1,392.00	1,336.03						
01-05-410-301	OFFICE SUPPLIES	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
01-05-410-303	FUEL/MILEAGE/WASH	0.00	0.00	100.00	0.00	100.00	200.00	200.00						
01-05-410-304	SCHOOLS/CONFERENCES/TRA	30.00	30.00	5,770.00	0.52	5,740.00	11,540.00	11,510.00						
01-05-410-305	STRATEGIC PLANNING	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00						
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	2,341.00	0.00	2,341.00	4,682.00	4,682.00						
<b>GENERAL MANAGEMENT</b>		4,951.00	4,951.00	83,688.00	5.92	78,737.00	167,376.00	162,425.00						
<b>COMMUNITY RELATIONS</b>														
01-05-420-365	PUBLIC RELATIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
<b>COMMUNITY RELATIONS</b>		0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
<b>DATA PROCESSING</b>														
01-05-417-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00						
<b>DATA PROCESSING</b>		0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00						
<b>Total Dept 05 - VILLAGE BOARD &amp; CLERK</b>		4,951.00	4,951.00	90,188.00	5.49	85,237.00	180,376.00	175,425.00						
<b>Dept 07 - BOARD OF POLICE COMMISSIONERS</b>														
<b>ADMINISTRATION</b>														
01-07-400-147	MEDICARE	0.00	0.00	9.00	0.00	9.00	18.00	18.00						
01-07-400-161	SOCIAL SECURITY	0.00	0.00	37.00	0.00	37.00	74.00	74.00						
01-07-435-148	LIFE INSURANCE - COMMISSION	0.00	0.00	274.00	0.00	274.00	548.00	548.00						
01-07-435-239	FEES - BOPC ATTORNEY	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00						
01-07-435-301	OFFICE SUPPLIES	0.00	0.00	100.00	0.00	100.00	200.00	200.00						
01-07-435-302	PRINTING & PUBLISHING	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
01-07-435-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00						
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
01-07-435-311	POSTAGE & METER RENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
<b>ADMINISTRATION</b>		0.00	0.00	12,420.00	0.00	12,420.00	24,840.00	24,840.00						
<b>OTHER</b>														
01-07-440-542	EXAMS - WRITTEN	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00	40,000.00						
01-07-440-543	EXAMS - PHYSICAL	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00						
01-07-440-544	EXAMS - PSYCHOLOGICAL	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
01-07-440-545	EXAMS - POLYGRAPH	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00						
<b>OTHER</b>		0.00	0.00	25,500.00	0.00	25,500.00	51,000.00	51,000.00						
<b>Total Dept 07 - BOARD OF POLICE COMMISSIONERS</b>		0.00	0.00	37,920.00	0.00	37,920.00	75,840.00	75,840.00						

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.						
		MONTH 05/31/19	YTD BALANCE 05/31/2019											
<b>Fund 01 - GENERAL FUND</b>														
<b>Dept 10 - ADMINISTRATION</b>														
<b>GENERAL MANAGEMENT</b>														
01-10-400-147	MEDICARE	1,439.58	1,439.58	4,299.00	33.49	2,859.42	8,598.00	7,158.42						
01-10-400-151	IMRF	12,179.25	12,179.25	35,038.00	34.76	22,858.75	70,076.00	57,896.75						
01-10-400-161	SOCIAL SECURITY	3,627.93	3,627.93	15,738.00	23.05	12,110.07	31,476.00	27,848.07						
01-10-400-171	SUI - UNEMPLOYMENT	0.00	0.00	233.00	0.00	233.00	466.00	466.00						
01-10-455-101	SALARIES - MANAGEMENT STA	94,417.20	94,417.20	134,137.00	70.39	39,719.80	268,274.00	173,856.80						
01-10-455-102	OVERTIME	316.71	316.71	5,000.00	6.33	4,683.29	10,000.00	9,683.29						
01-10-455-105	ASSISTANT VILLAGE ADMINIST	0.00	0.00	91,750.00	0.00	91,750.00	183,500.00	183,500.00						
01-10-455-107	ADMINISTRATIVE INTERN	0.00	0.00	9,984.00	0.00	9,984.00	19,968.00	19,968.00						
01-10-455-126	SALARIES - CLERICAL	4,218.59	4,218.59	55,342.00	7.62	51,123.41	110,684.00	106,465.41						
01-10-455-131	PERSONNEL RECRUITMENT	0.00	0.00	700.00	0.00	700.00	1,400.00	1,400.00						
01-10-455-141	HEALTH/DENTAL/LIFE INSURAN	479.38	479.38	70,135.00	0.68	69,655.62	140,270.00	139,790.62						
01-10-455-201	PHONE - TELEPHONES	813.75	813.75	25,051.00	3.25	24,237.25	50,102.00	49,288.25						
01-10-455-266	CODIFY ORDINANCES	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
01-10-455-301	OFFICE SUPPLIES	189.99	189.99	10,000.00	1.90	9,810.01	20,000.00	19,810.01						
01-10-455-302	PRINTING & PUBLISHING	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
01-10-455-303	FUEL/MILEAGE/WASH	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00						
01-10-455-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00						
01-10-455-305	STRATEGIC PLANNING	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00						
01-10-455-306	CONSULTING	9,848.51	9,848.51	0.00	100.00	(9,848.51)	0.00	(9,848.51)						
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	7,583.52	7,583.52	13,000.00	58.33	5,416.48	26,000.00	18,416.48						
01-10-455-311	POSTAGE & METER RENT	113.28	113.28	5,000.00	2.27	4,886.72	10,000.00	9,886.72						
01-10-455-315	COPY SERVICE	505.32	505.32	4,800.00	10.53	4,294.68	9,600.00	9,094.68						
01-10-455-355	COMMISSARY PROVISION	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00						
01-10-455-409	MAINTENANCE - VEHICLES	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00						
01-10-455-411	MAINTENANCE - EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
<b>GENERAL MANAGEMENT</b>		<b>135,733.01</b>	<b>135,733.01</b>	<b>494,707.00</b>	<b>27.44</b>	<b>358,973.99</b>	<b>989,414.00</b>	<b>853,680.99</b>						
<b>COMMUNITY RELATIONS</b>														
01-10-475-365	PUBLIC RELATIONS	953.91	953.91	5,000.00	19.08	4,046.09	10,000.00	9,046.09						
01-10-475-366	NEWSLETTER	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
01-10-475-367	CRISIS MANAGEMENT	0.00	0.00	300,000.00	0.00	300,000.00	600,000.00	600,000.00						
01-10-475-370	MEALS-ON-WHEELS	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00						
<b>COMMUNITY RELATIONS</b>		<b>953.91</b>	<b>953.91</b>	<b>307,500.00</b>	<b>0.31</b>	<b>306,546.09</b>	<b>615,000.00</b>	<b>614,046.09</b>						
<b>CAPITAL IMPROVEMENTS</b>														
01-10-485-602	BUILDING IMPROVEMENTS	0.00	0.00	460,507.00	0.00	460,507.00	921,014.00	921,014.00						
01-10-485-611	FURNITURE & OFFICE EQUIPM	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
<b>CAPITAL IMPROVEMENTS</b>		<b>0.00</b>	<b>0.00</b>	<b>463,007.00</b>	<b>0.00</b>	<b>463,007.00</b>	<b>926,014.00</b>	<b>926,014.00</b>						
<b>DATA PROCESSING</b>														
01-10-460-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	27,863.00	0.00	27,863.00	55,726.00	55,726.00						
01-10-460-225	INTERNET/WEBSITE HOSTING	0.00	0.00	8,343.00	0.00	8,343.00	16,686.00	16,686.00						
01-10-460-263	EDP LICENSES	1,295.00	1,295.00	2,325.00	55.70	1,030.00	4,650.00	3,355.00						
01-10-460-267	DOCUMENT STORAGE/SCANNI	2,250.00	2,250.00	2,740.00	82.12	490.00	5,480.00	3,230.00						
01-10-460-305	EDP PERSONNEL TRAINING	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
01-10-460-331	OPERATING SUPPLIES	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<b>Fund 01 - GENERAL FUND</b>								
	DATA PROCESSING	3,545.00	3,545.00	42,271.00	8.39	38,726.00	84,542.00	80,997.00
<b>BUILDINGS</b>								
01-10-466-228	MAINTENANCE - BUILDING	7,274.54	7,274.54	50,000.00	14.55	42,725.46	100,000.00	92,725.46
01-10-466-236	NICOR GAS (835 MIDWAY)	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-10-466-240	ENERGY/COMED (835 MIDWAY)	230.11	230.11	2,500.00	9.20	2,269.89	5,000.00	4,769.89
01-10-466-251	SANITARY (835 MIDWAY)	0.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00
01-10-466-293	LANDSCAPE - VILLAGE HALL	150.00	150.00	1,500.00	10.00	1,350.00	3,000.00	2,850.00
01-10-466-351	BUILDING MAINTENANCE SUPP	85.57	85.57	5,000.00	1.71	4,914.43	10,000.00	9,914.43
<b>BUILDINGS</b>		<b>7,740.22</b>	<b>7,740.22</b>	<b>61,800.00</b>	<b>12.52</b>	<b>54,059.78</b>	<b>123,600.00</b>	<b>115,859.78</b>
<b>LEGAL</b>								
01-10-470-239	FEES - VILLAGE ATTORNEY	0.00	0.00	70,000.00	0.00	70,000.00	140,000.00	140,000.00
01-10-470-241	FEES - SPECIAL ATTORNEY	0.00	0.00	7,500.00	0.00	7,500.00	15,000.00	15,000.00
<b>LEGAL</b>		<b>0.00</b>	<b>0.00</b>	<b>77,500.00</b>	<b>0.00</b>	<b>77,500.00</b>	<b>155,000.00</b>	<b>155,000.00</b>
<b>RISK MANAGEMENT</b>								
01-10-480-272	INSURANCE - IRMA	0.00	0.00	230,960.00	0.00	230,960.00	461,920.00	461,920.00
01-10-480-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
01-10-480-276	WELLNESS	0.00	0.00	4,870.00	0.00	4,870.00	9,740.00	9,740.00
<b>RISK MANAGEMENT</b>		<b>0.00</b>	<b>0.00</b>	<b>245,830.00</b>	<b>0.00</b>	<b>245,830.00</b>	<b>491,660.00</b>	<b>491,660.00</b>
<b>TRANSFERS TO OTHER FUNDS</b>								
01-10-900-112	TRANSFER TO DEBT SERVICE -	0.00	0.00	278,873.00	0.00	278,873.00	557,746.00	557,746.00
01-10-900-114	TRANSFER TO LAFER	0.00	0.00	120,000.00	0.00	120,000.00	240,000.00	240,000.00
<b>TRANSFERS TO OTHER FUNDS</b>		<b>0.00</b>	<b>0.00</b>	<b>398,873.00</b>	<b>0.00</b>	<b>398,873.00</b>	<b>797,746.00</b>	<b>797,746.00</b>
<b>Total Dept 10 - ADMINISTRATION</b>		<b>147,972.14</b>	<b>147,972.14</b>	<b>2,091,488.00</b>	<b>7.07</b>	<b>1,943,515.86</b>	<b>4,182,976.00</b>	<b>4,035,003.86</b>
<b>Dept 15 - PLANNING &amp; ECONOMIC DEVELOPMENT</b>								
<b>GENERAL MANAGEMENT</b>								
01-15-400-147	MEDICARE	23.96	23.96	338.00	7.09	314.04	676.00	652.04
01-15-400-151	IMRF	211.25	211.25	2,852.00	7.41	2,640.75	5,704.00	5,492.75
01-15-400-161	SOCIAL SECURITY	102.43	102.43	1,446.00	7.08	1,343.57	2,892.00	2,789.57
01-15-400-171	SUI - UNEMPLOYMENT	0.00	0.00	31.00	0.00	31.00	62.00	62.00
01-15-510-102	OVERTIME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-15-510-126	SALARIES - CLERICAL	1,727.32	1,727.32	22,816.00	7.57	21,088.68	45,632.00	43,904.68
01-15-510-141	HEALTH/DENTAL/LIFE INSURAN	114.32	114.32	7,804.00	1.46	7,689.68	15,608.00	15,493.68
01-15-510-232	CONSULTANTS - DESIGN & OTH	0.00	0.00	45,000.00	0.00	45,000.00	90,000.00	90,000.00
01-15-510-301	OFFICE SUPPLIES	0.00	0.00	250.00	0.00	250.00	500.00	500.00
01-15-510-302	PRINTING & PUBLISHING	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-15-510-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-15-510-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-15-510-311	POSTAGE & METER RENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-15-510-340	LIFE INSURANCE - PLAN COMM	0.00	0.00	1,002.00	0.00	1,002.00	2,004.00	2,004.00
01-15-510-401	OPERATING EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19					YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.	
Fund 01 - GENERAL FUND													
GENERAL MANAGEMENT		2,179.28		2,179.28		86,039.00		2.53		83,859.72		172,078.00	169,898.72
DATA PROCESSING													
01-15-515-305	EDP PERSONNEL TRAINING	0.00		0.00		1,800.00		0.00		1,800.00		3,600.00	3,600.00
DATA PROCESSING		0.00		0.00		1,800.00		0.00		1,800.00		3,600.00	3,600.00
ENGINEERING													
01-15-520-229	RENT - MEETING ROOM	0.00		0.00		250.00		0.00		250.00		500.00	500.00
01-15-520-245	FEES - ENGINEERING	0.00		0.00		2,500.00		0.00		2,500.00		5,000.00	5,000.00
01-15-520-246	FEES - COURT REPORTER	0.00		0.00		1,500.00		0.00		1,500.00		3,000.00	3,000.00
01-15-520-254	PLAN REVIEW - ENGINEER	0.00		0.00		5,000.00		0.00		5,000.00		10,000.00	10,000.00
01-15-520-257	PLAN REVIEW - PLANNER	0.00		0.00		80,000.00		0.00		80,000.00		160,000.00	160,000.00
01-15-520-258	PLAN REVIEW - TRAFFIC CONS	0.00		0.00		3,000.00		0.00		3,000.00		6,000.00	6,000.00
ENGINEERING		0.00		0.00		92,250.00		0.00		92,250.00		184,500.00	184,500.00
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMEN		2,179.28		2,179.28		180,089.00		1.21		177,909.72		360,178.00	357,998.72
Dept 20 - PARKS & RECREATION													
CAPITAL IMPROVEMENTS													
01-20-595-692	LANDSCAPING	0.00		0.00		1,000.00		0.00		1,000.00		2,000.00	2,000.00
01-20-595-693	COURT IMPROVEMENTS	0.00		0.00		1,500.00		0.00		1,500.00		3,000.00	3,000.00
01-20-595-695	PARK IMPROVEMENTS - NEIGH	0.00		0.00		2,000.00		0.00		2,000.00		4,000.00	4,000.00
CAPITAL IMPROVEMENTS		0.00		0.00		4,500.00		0.00		4,500.00		9,000.00	9,000.00
ADMINISTRATION													
01-20-400-147	MEDICARE	83.77		83.77		762.00		10.99		678.23		1,524.00	1,440.23
01-20-400-151	IMRF	643.78		643.78		4,649.00		13.85		4,005.22		9,298.00	8,654.22
01-20-400-161	SOCIAL SECURITY	358.20		358.20		3,259.00		10.99		2,900.80		6,518.00	6,159.80
01-20-400-171	SUI - UNEMPLOYMENT	16.58		16.58		131.00		12.66		114.42		262.00	245.42
01-20-550-101	SALARIES - PERMANENT EMPL	3,273.51		3,273.51		34,596.00		9.46		31,322.49		69,192.00	65,918.49
01-20-550-104	PART TIME - CLERICAL	0.00		0.00		10,973.00		0.00		10,973.00		21,946.00	21,946.00
01-20-550-148	LIFE INSURANCE - COMMISSIO	0.00		0.00		1,113.00		0.00		1,113.00		2,226.00	2,226.00
01-20-550-201	EMERGENCY TELEPHONE LINE	0.00		0.00		100.00		0.00		100.00		200.00	200.00
01-20-550-302	PRINTING & PUBLISHING	0.00		0.00		16,500.00		0.00		16,500.00		33,000.00	33,000.00
01-20-550-303	FUEL/MILEAGE/WASH	0.00		0.00		250.00		0.00		250.00		500.00	500.00
01-20-550-311	POSTAGE & METER RENT	0.00		0.00		2,500.00		0.00		2,500.00		5,000.00	5,000.00
ADMINISTRATION		4,375.84		4,375.84		74,833.00		5.85		70,457.16		149,666.00	145,290.16
DATA PROCESSING													
01-20-555-212	EDP EQUIPMENT/SOFTWARE	0.00		0.00		6,000.00		0.00		6,000.00		12,000.00	12,000.00
01-20-555-306	CONSULTING SERVICES	0.00		0.00		7,500.00		0.00		7,500.00		15,000.00	15,000.00
DATA PROCESSING		0.00		0.00		13,500.00		0.00		13,500.00		27,000.00	27,000.00
LANDSCAPING													
01-20-565-341	PARK LANDSCAPE SUPPLIES	0.00		0.00		7,400.00		0.00		7,400.00		14,800.00	14,800.00
01-20-565-342	LANDSCAPE MAINTENANCE SE	563.00		563.00		54,900.00		1.03		54,337.00		109,800.00	109,237.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	YTD BALANCE					
<b>Fund 01 - GENERAL FUND</b>								
LANDSCAPING		563.00	563.00	62,300.00	0.90	61,737.00	124,600.00	124,037.00
<b>MAINTENANCE</b>								
01-20-570-102	OVERTIME	2,357.55	2,357.55	7,000.00	33.68	4,642.45	14,000.00	11,642.45
01-20-570-103	PART TIME - LABOR	215.19	215.19	1,500.00	14.35	1,284.81	3,000.00	2,784.81
01-20-570-228	MAINTENANCE - PARK BUILDIN	0.00	0.00	2,386.00	0.00	2,386.00	4,772.00	4,772.00
01-20-570-234	RENT - EQUIPMENT	0.00	0.00	300.00	0.00	300.00	600.00	600.00
01-20-570-235	NICOR GAS (825 MIDWAY)	82.82	82.82	1,200.00	6.90	1,117.18	2,400.00	2,317.18
01-20-570-240	ENERGY/COMED (825 MIDWAY)	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-20-570-250	SANITARY (825 MIDWAY)	0.00	0.00	50.00	0.00	50.00	100.00	100.00
01-20-570-278	SANITARY USER CHARGE - PAR	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
01-20-570-280	BALLFIELD MAINTENANCE/SUP	0.00	0.00	6,500.00	0.00	6,500.00	13,000.00	13,000.00
01-20-570-281	CONTRACTED MAINTENANCE	10,529.82	10,529.82	46,000.00	22.89	35,470.18	92,000.00	81,470.18
01-20-570-331	MAINTENANCE SUPPLIES	74.00	74.00	9,500.00	0.78	9,426.00	19,000.00	18,926.00
01-20-570-411	MAINTENANCE - EQUIPMENT	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
MAINTENANCE		13,259.38	13,259.38	83,436.00	15.89	70,176.62	166,872.00	153,612.62
<b>SUMMER PROGRAM</b>								
01-20-575-119	SUMMER PROGRAM MATERIAL	340.71	340.71	8,000.00	4.26	7,659.29	16,000.00	15,659.29
01-20-575-517	SENIORS PROGRAM	0.00	0.00	5,333.00	0.00	5,333.00	10,666.00	10,666.00
SUMMER PROGRAM		340.71	340.71	13,333.00	2.56	12,992.29	26,666.00	26,325.29
<b>FALL PROGRAM</b>								
01-20-580-118	FALL PROGRAM MATERIALS & S	0.00	0.00	550.00	0.00	550.00	1,100.00	1,100.00
01-20-580-517	SENIORS PROGRAM	0.00	0.00	5,333.00	0.00	5,333.00	10,666.00	10,666.00
FALL PROGRAM		0.00	0.00	5,883.00	0.00	5,883.00	11,766.00	11,766.00
<b>WINTER/SPECIAL PROGRAMS</b>								
01-20-585-112	RECREATION INSTRUCTORS	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-20-585-121	WINTER PROGRAM MATERIALS	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-20-585-150	CHILDRENS SPECIAL EVENTS -	0.00	0.00	2,800.00	0.00	2,800.00	5,600.00	5,600.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVI	460.00	460.00	1,800.00	25.56	1,340.00	3,600.00	3,140.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	7,651.55	7,651.55	10,425.00	73.40	2,773.45	20,850.00	13,198.45
01-20-585-155	CHILDREN'S HOLIDAY PARTY	0.00	0.00	4,700.00	0.00	4,700.00	9,400.00	9,400.00
01-20-585-157	COMMUNITY PICNIC	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
01-20-585-517	SENIORS PROGRAM	0.00	0.00	5,333.00	0.00	5,333.00	10,666.00	10,666.00
WINTER/SPECIAL PROGRAMS		8,111.55	8,111.55	36,058.00	22.50	27,946.45	72,116.00	64,004.45
<b>SPRING PROGRAM</b>								
01-20-586-112	RECREATION INSTRUCTORS - S	0.00	0.00	200.00	0.00	200.00	400.00	400.00
01-20-586-121	SPRING PROGRAM MATERIALS	0.00	0.00	400.00	0.00	400.00	800.00	800.00
SPRING PROGRAM		0.00	0.00	600.00	0.00	600.00	1,200.00	1,200.00
<b>SPECIAL RECREATION</b>								
01-20-590-518	SPECIAL RECREATION ASSOC	0.00	0.00	38,540.00	0.00	38,540.00	77,080.00	77,080.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 05/31/19	YTD BALANCE 05/31/2019					
<b>Fund 01 - GENERAL FUND</b>								
01-20-590-519	ADA PARK MAINTENANCE	347.00	347.00	4,750.00	7.31	4,403.00	9,500.00	9,153.00
01-20-590-520	ADA RECREATION ACCOMMOD	0.00	0.00	7,700.00	0.00	7,700.00	15,400.00	15,400.00
01-20-590-521	ADA PARK IMPROVEMENTS	0.00	0.00	95,000.00	0.00	95,000.00	190,000.00	190,000.00
<b>SPECIAL RECREATION</b>		<b>347.00</b>	<b>347.00</b>	<b>145,990.00</b>	<b>0.24</b>	<b>145,643.00</b>	<b>291,980.00</b>	<b>291,633.00</b>
<b>Total Dept 20 - PARKS &amp; RECREATION</b>		<b>26,997.48</b>	<b>26,997.48</b>	<b>440,433.00</b>	<b>6.13</b>	<b>413,435.52</b>	<b>880,866.00</b>	<b>853,868.52</b>
<b>Dept 25 - FINANCE DEPARTMENT</b>								
<b>GENERAL MANAGEMENT</b>								
01-25-400-147	MEDICARE	299.12	299.12	3,531.00	8.47	3,231.88	7,062.00	6,762.88
01-25-400-151	IMRF	2,319.18	2,319.18	23,675.00	9.80	21,355.82	47,350.00	45,030.82
01-25-400-161	SOCIAL SECURITY	1,278.99	1,278.99	14,987.00	8.53	13,708.01	29,974.00	28,695.01
01-25-400-171	SUI - UNEMPLOYMENT	22.76	22.76	248.00	9.18	225.24	496.00	473.24
01-25-610-101	SALARIES - MANAGEMENT STA	10,270.95	10,270.95	134,666.00	7.63	124,395.05	269,332.00	259,061.05
01-25-610-102	OVERTIME	321.36	321.36	1,500.00	21.42	1,178.64	3,000.00	2,678.64
01-25-610-104	PART TIME - CLERICAL	2,334.07	2,334.07	30,202.00	7.73	27,867.93	60,404.00	58,069.93
01-25-610-126	SALARIES - CLERICAL	8,220.00	8,220.00	77,127.00	10.66	68,907.00	154,254.00	146,034.00
01-25-610-141	HEALTH/DENTAL/LIFE INSURAN	379.38	379.38	37,453.00	1.01	37,073.62	74,906.00	74,526.62
01-25-610-301	OFFICE SUPPLIES	0.00	0.00	3,300.00	0.00	3,300.00	6,600.00	6,600.00
01-25-610-302	PRINTING & PUBLISHING	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-25-610-303	FUEL/MILEAGE/WASH	7.54	7.54	250.00	3.02	242.46	500.00	492.46
01-25-610-304	SCHOOLS/CONFERENCES/TRA	25.00	25.00	2,000.00	1.25	1,975.00	4,000.00	3,975.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	1,415.00	0.00	1,415.00	2,830.00	2,830.00
01-25-610-311	POSTAGE & METER RENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
<b>GENERAL MANAGEMENT</b>		<b>25,478.35</b>	<b>25,478.35</b>	<b>331,854.00</b>	<b>7.68</b>	<b>306,375.65</b>	<b>663,708.00</b>	<b>638,229.65</b>
<b>CAPITAL IMPROVEMENTS</b>								
01-25-625-611	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
<b>CAPITAL IMPROVEMENTS</b>		<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>1,000.00</b>	<b>1,000.00</b>
<b>DATA PROCESSING</b>								
01-25-615-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	2,400.00	0.00	2,400.00	4,800.00	4,800.00
01-25-615-263	EDP LICENSES	49.00	49.00	36,738.00	0.13	36,689.00	73,476.00	73,427.00
01-25-615-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-25-615-305	EDP PERSONNEL TRAINING	0.00	0.00	2,600.00	0.00	2,600.00	5,200.00	5,200.00
01-25-615-306	IT - CONSULTING SERVICES	0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
<b>DATA PROCESSING</b>		<b>49.00</b>	<b>49.00</b>	<b>68,738.00</b>	<b>0.07</b>	<b>68,689.00</b>	<b>137,476.00</b>	<b>137,427.00</b>
<b>FINANCIAL AUDIT</b>								
01-25-620-251	AUDIT SERVICES	0.00	0.00	28,488.00	0.00	28,488.00	56,976.00	56,976.00
01-25-620-252	FINANCIAL SERVICES	4,325.00	4,325.00	7,225.00	59.86	2,900.00	14,450.00	10,125.00
<b>FINANCIAL AUDIT</b>		<b>4,325.00</b>	<b>4,325.00</b>	<b>35,713.00</b>	<b>12.11</b>	<b>31,388.00</b>	<b>71,426.00</b>	<b>67,101.00</b>
<b>Total Dept 25 - FINANCE DEPARTMENT</b>		<b>29,852.35</b>	<b>29,852.35</b>	<b>436,805.00</b>	<b>6.83</b>	<b>406,952.65</b>	<b>873,610.00</b>	<b>843,757.65</b>

**EXPENDITURE REPORT FOR WILLOWBROOK**  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.						
		MONTH 05/31/19	YTD BALANCE 05/31/2019											
<b>Fund 01 - GENERAL FUND</b>														
Dept 30 - POLICE DEPARTMENT														
CAPITAL IMPROVEMENTS														
01-30-680-622	RADIO EQUIPMENT	0.00	0.00	5,200.00	0.00	5,200.00	10,400.00	10,400.00						
01-30-680-625	NEW VEHICLES	0.00	0.00	167,773.00	0.00	167,773.00	335,546.00	335,546.00						
CAPITAL IMPROVEMENTS														
		0.00	0.00	172,973.00	0.00	172,973.00	345,946.00	345,946.00						
ADMINISTRATION														
01-30-400-147	MEDICARE	3,085.14	3,085.14	39,257.00	7.86	36,171.86	78,514.00	75,428.86						
01-30-400-151	IMRF	1,719.58	1,719.58	21,075.00	8.16	19,355.42	42,150.00	40,430.42						
01-30-400-161	SOCIAL SECURITY	883.29	883.29	10,684.00	8.27	9,800.71	21,368.00	20,484.71						
01-30-400-171	SUI - UNEMPLOYMENT	2.58	2.58	1,612.00	0.16	1,609.42	3,224.00	3,221.42						
01-30-630-101	SALARIES - PERMANENT EMPL	172,786.24	172,786.24	2,150,593.00	8.03	1,977,806.76	4,301,186.00	4,128,399.76						
01-30-630-102	OVERTIME	27,719.21	27,719.21	285,000.00	9.73	257,280.79	570,000.00	542,280.79						
01-30-630-103	OVERTIME - SPECIAL DETAIL &	0.00	0.00	8,000.00	0.00	8,000.00	16,000.00	16,000.00						
01-30-630-126	SALARIES - CLERICAL	12,925.55	12,925.55	163,325.00	7.91	150,399.45	326,650.00	313,724.45						
01-30-630-127	OVERTIME - CLERICAL	833.25	833.25	9,000.00	9.26	8,166.75	18,000.00	17,166.75						
01-30-630-131	PERSONNEL RECRUITMENT	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
01-30-630-141	HEALTH/DENTAL/LIFE INSURAN	3,689.15	3,689.15	374,763.00	0.98	371,073.85	749,526.00	745,836.85						
01-30-630-155	POLICE PENSION	75,912.16	75,912.16	986,858.00	7.69	910,945.84	1,973,716.00	1,897,803.84						
01-30-630-201	PHONE - TELEPHONES	1,702.36	1,702.36	27,000.00	6.31	25,297.64	54,000.00	52,297.64						
01-30-630-202	ACCREDITATION	0.00	0.00	8,000.00	0.00	8,000.00	16,000.00	16,000.00						
01-30-630-228	MAINTENANCE - BUILDINGS - H	0.00	0.00	7,180.00	0.00	7,180.00	14,360.00	14,360.00						
01-30-630-235	NICOR GAS (7760 QUINCY)	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00						
01-30-630-238	FIAT	3,500.00	3,500.00	3,500.00	100.00	0.00	7,000.00	3,500.00						
01-30-630-241	FEES - FIELD COURT ATTORNE	0.00	0.00	12,000.00	0.00	12,000.00	24,000.00	24,000.00						
01-30-630-242	DUPAGE CHILDREN'S CENTER	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00						
01-30-630-245	FIRING RANGE	255.98	255.98	2,500.00	10.24	2,244.02	5,000.00	4,744.02						
01-30-630-246	RED LIGHT - ADJUDICATOR	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00						
01-30-630-247	RED LIGHT - CAMERA FEES	0.00	0.00	275,000.00	0.00	275,000.00	550,000.00	550,000.00						
01-30-630-248	RED LIGHT - COM ED	120.77	120.77	2,000.00	6.04	1,879.23	4,000.00	3,879.23						
01-30-630-249	RED LIGHT - MISC FEE	15.00	15.00	22,000.00	0.07	21,985.00	44,000.00	43,985.00						
01-30-630-250	SANITARY (7760 QUINCY)	0.00	0.00	400.00	0.00	400.00	800.00	800.00						
01-30-630-301	OFFICE SUPPLIES	234.63	234.63	7,000.00	3.35	6,765.37	14,000.00	13,765.37						
01-30-630-302	PRINTING & PUBLISHING	0.00	0.00	5,450.00	0.00	5,450.00	10,900.00	10,900.00						
01-30-630-303	FUEL/MILEAGE/WASH	0.00	0.00	65,000.00	0.00	65,000.00	130,000.00	130,000.00						
01-30-630-304	SCHOOLS/CONFERENCES/TRA	4,440.20	4,440.20	30,207.00	14.70	25,766.80	60,414.00	55,973.80						
01-30-630-305	TUITION REIMBURSEMENT	2,250.00	2,250.00	6,000.00	37.50	3,750.00	12,000.00	9,750.00						
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	217.90	217.90	17,485.00	1.25	17,267.10	34,970.00	34,752.10						
01-30-630-308	CADET PROGRAM	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
01-30-630-311	POSTAGE & METER RENT	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
01-30-630-315	COPY SERVICE	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
01-30-630-331	OPERATING SUPPLIES	23.59	23.59	3,500.00	0.67	3,476.41	7,000.00	8,000.00						
01-30-630-345	UNIFORMS	904.10	904.10	33,000.00	2.74	32,095.90	66,000.00	65,095.90						
01-30-630-346	AMMUNITION	0.00	0.00	13,000.00	0.00	13,000.00	26,000.00	26,000.00						
01-30-630-401	OPERATING EQUIPMENT	3,781.98	3,781.98	26,900.00	14.06	23,118.02	53,800.00	50,018.02						
01-30-630-402	BODY CAMERAS	0.00	0.00	33,846.00	0.00	33,846.00	67,692.00	67,692.00						
01-30-630-405	FURNITURE & OFFICE EQUIPM	0.00	0.00	7,500.00	0.00	7,500.00	15,000.00	15,000.00						
01-30-630-409	MAINTENANCE - VEHICLES	0.00	0.00	70,000.00	0.00	70,000.00	140,000.00	140,000.00						
01-30-630-421	MAINTENANCE - RADIO EQUIPM	0.00	0.00	12,250.00	0.00	12,250.00	24,500.00	24,500.00						

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<b>Fund 01 - GENERAL FUND</b>								
ADMINISTRATION		317,002.66	317,002.66	4,767,385.00	6.65	4,450,382.34	9,534,770.00	9,217,767.34
DATA PROCESSING								
01-30-640-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	22,000.00	0.00	22,000.00	44,000.00	44,000.00
01-30-640-225	INTERNET/WEBSITE HOSTING	0.00	0.00	1,968.00	0.00	1,968.00	3,936.00	3,936.00
01-30-640-263	EDP LICENSES	7,268.60	7,268.60	28,315.00	25.67	21,046.40	56,630.00	49,361.40
01-30-640-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	18,000.00	0.00	18,000.00	36,000.00	36,000.00
DATA PROCESSING		7,268.60	7,268.60	70,283.00	10.34	63,014.40	140,566.00	133,297.40
RISK MANAGEMENT								
01-30-645-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00	40,000.00
RISK MANAGEMENT		0.00	0.00	20,000.00	0.00	20,000.00	40,000.00	40,000.00
CONSTRUCTION								
01-30-635-288	BUILDING CONSTR & REMODEL	0.00	0.00	112,900.00	0.00	112,900.00	225,800.00	225,800.00
CONSTRUCTION		0.00	0.00	112,900.00	0.00	112,900.00	225,800.00	225,800.00
PATROL								
01-30-650-268	ANIMAL CONTROL	0.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00
01-30-650-340	K-9 PROGRAM	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-30-650-343	JAIL SUPPLIES	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-30-650-348	DRUG FORFEITURE EXP - STAT	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-30-650-349	DRUG FORFEITURE EXP - FEDE	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
PATROL		0.00	0.00	14,300.00	0.00	14,300.00	28,600.00	28,600.00
INVESTIGATIVE								
01-30-655-339	CONFIDENTIAL FUNDS	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
INVESTIGATIVE		0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
TRAFFIC SAFETY								
01-30-660-105	PART TIME - CROSSING GUARD	543.03	543.03	5,300.00	10.25	4,756.97	10,600.00	10,056.97
TRAFFIC SAFETY		543.03	543.03	5,300.00	10.25	4,756.97	10,600.00	10,056.97
ESDA COORDINATOR								
01-30-665-263	SIREN MAINTENANCE	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
ESDA COORDINATOR		0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
CRIME PREVENTION								
01-30-670-302	PRINTING & PUBLISHING	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
01-30-670-331	COMMODITIES	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
CRIME PREVENTION		0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
TELECOMMUNICATIONS								
01-30-675-235	RADIO DISPATCHING	69,081.48	69,081.48	308,058.00	22.42	238,976.52	616,116.00	547,034.52
TELECOMMUNICATIONS		69,081.48	69,081.48	308,058.00	22.42	238,976.52	616,116.00	547,034.52

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20	% BDGT	AVAILABLE	APPROP.	APPROP.
		MONTH	YTD BALANCE					
<b>Fund 01 - GENERAL FUND</b>								
Total Dept 30 - POLICE DEPARTMENT		393,895.77	393,895.77	5,478,699.00	7.19	5,084,803.23	10,957,398.00	10,563,502.23
<b>Dept 35 - PUBLIC WORKS DEPARTMENT</b>								
<b>CAPITAL IMPROVEMENTS</b>								
01-35-765-625	VEHICLES - NEW & OTHER	0.00	0.00	56,196.00	0.00	56,196.00	112,392.00	112,392.00
01-35-765-640	VILLAGE ENTRY SIGNS	0.00	0.00	66,667.00	0.00	66,667.00	133,334.00	133,334.00
01-35-765-685	STREET IMPROVEMENTS	0.00	0.00	85,000.00	0.00	85,000.00	170,000.00	170,000.00
<b>CAPITAL IMPROVEMENTS</b>		<b>0.00</b>	<b>0.00</b>	<b>207,863.00</b>	<b>0.00</b>	<b>207,863.00</b>	<b>415,726.00</b>	<b>415,726.00</b>
<b>ADMINISTRATION</b>								
01-35-400-147	MEDICARE	252.18	252.18	4,322.00	5.83	4,069.82	8,644.00	8,391.82
01-35-400-151	IMRF	2,147.38	2,147.38	33,766.00	6.36	31,618.62	67,532.00	65,384.62
01-35-400-161	SOCIAL SECURITY	1,007.72	1,007.72	17,062.00	5.91	16,054.28	34,124.00	33,116.28
01-35-400-171	SUI - UNEMPLOYMENT	1.02	1.02	186.00	0.55	184.98	372.00	370.98
01-35-710-101	SALARIES - PERMANENT EMPL	14,899.89	14,899.89	251,109.00	5.93	236,209.11	502,218.00	487,318.11
01-35-710-102	OVERTIME	702.84	702.84	22,500.00	3.12	21,797.16	45,000.00	44,297.16
01-35-710-103	PART TIME - LABOR	215.25	215.25	25,000.00	0.86	24,784.75	50,000.00	49,784.75
01-35-710-126	SALARIES - CLERICAL	1,955.38	1,955.38	25,666.00	7.62	23,710.62	51,332.00	49,376.62
01-35-710-141	HEALTH/DENTAL/LIFE INSURAN	235.16	235.16	45,538.00	0.52	45,302.84	91,076.00	90,840.84
01-35-710-201	TELEPHONES	196.58	196.58	2,500.00	7.86	2,303.42	5,000.00	4,803.42
01-35-710-301	OFFICE SUPPLIES	52.70	52.70	500.00	10.54	447.30	1,000.00	947.30
01-35-710-302	PRINTING & PUBLISHING	0.00	0.00	600.00	0.00	600.00	1,200.00	1,200.00
01-35-710-303	FUEL/MILEAGE/WASH	0.00	0.00	9,150.00	0.00	9,150.00	18,300.00	18,300.00
01-35-710-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
01-35-710-306	REIMB PERSONNEL EXPENSES	0.00	0.00	300.00	0.00	300.00	600.00	600.00
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	310.00	0.00	310.00	620.00	620.00
01-35-710-311	POSTAGE & METER RENT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-35-710-345	UNIFORMS	103.91	103.91	5,000.00	2.08	4,896.09	10,000.00	9,896.09
01-35-710-401	OPERATING SUPPLIES & EQUIP	0.00	0.00	3,500.00	0.00	3,500.00	7,000.00	7,000.00
01-35-710-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
<b>ADMINISTRATION</b>		<b>21,770.01</b>	<b>21,770.01</b>	<b>451,009.00</b>	<b>4.83</b>	<b>429,238.99</b>	<b>902,018.00</b>	<b>880,247.99</b>
<b>DATA PROCESSING</b>								
01-35-715-212	EDP EQUIPMENT/SOFTWARE	0.00	0.00	3,700.00	0.00	3,700.00	7,400.00	7,400.00
01-35-715-225	INTERNET/WEBSITE HOSTING	0.00	0.00	1,370.00	0.00	1,370.00	2,740.00	2,740.00
<b>DATA PROCESSING</b>		<b>0.00</b>	<b>0.00</b>	<b>5,070.00</b>	<b>0.00</b>	<b>5,070.00</b>	<b>10,140.00</b>	<b>10,140.00</b>
<b>ENGINEERING</b>								
01-35-720-245	FEES - ENGINEERING	0.00	0.00	55,000.00	0.00	55,000.00	110,000.00	110,000.00
01-35-720-254	PLAN REVIEW - ENGINEER	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
<b>ENGINEERING</b>		<b>0.00</b>	<b>0.00</b>	<b>56,500.00</b>	<b>0.00</b>	<b>56,500.00</b>	<b>113,000.00</b>	<b>113,000.00</b>
<b>BUILDINGS</b>								
01-35-725-413	MAINTENANCE - GARAGE	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-35-725-414	MAINTENANCE - SALT BINS	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-35-725-415	NICOR GAS	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR				APPROP.	APPROP. AVAIL.
		MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED		
<b>Fund 01 - GENERAL FUND</b>							
01-35-725-417	SANITARY USER CHARGE	0.00	0.00	200.00	0.00	200.00	400.00
01-35-725-418	MAINTENANCE - PW BUILDING	536.25	536.25	10,000.00	5.36	9,463.75	20,000.00
BUILDINGS		536.25	536.25	19,700.00	2.72	19,163.75	39,400.00
<b>EQUIPMENT REPAIR</b>							
01-35-735-409	MAINTENANCE - VEHICLES	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00
01-35-735-411	MAINTENANCE - EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00
EQUIPMENT REPAIR		0.00	0.00	20,500.00	0.00	20,500.00	41,000.00
<b>SNOW REMOVAL</b>							
01-35-740-287	SNOW REMOVAL CONTRACT	0.00	0.00	60,000.00	0.00	60,000.00	120,000.00
01-35-740-306	REIMB PERSONAL EXPENSES	0.00	0.00	200.00	0.00	200.00	400.00
01-35-740-411	MAINTENANCE - EQUIPMENT	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00
SNOW REMOVAL		0.00	0.00	64,200.00	0.00	64,200.00	128,400.00
<b>STREET LIGHTING</b>							
01-35-745-207	ENERGY - STREET LIGHTS	1,236.65	1,236.65	21,000.00	5.89	19,763.35	42,000.00
01-35-745-223	MAINTENANCE - STREET LIGHT	0.00	0.00	17,000.00	0.00	17,000.00	34,000.00
01-35-745-224	MAINTENANCE - TRAFFIC SIGN	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00
STREET LIGHTING		1,236.65	1,236.65	42,000.00	2.94	40,763.35	84,000.00
<b>STORM WATER IMPROVEMENTS</b>							
01-35-750-286	JET CLEANING CULVERT	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00
01-35-750-289	SITE IMPROVEMENTS	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00
01-35-750-290	EQUIPMENT RENTAL	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00
01-35-750-328	STREET & ROW MAINTENANCE	53.40	53.40	160,000.00	0.03	159,946.60	320,000.00
01-35-750-329	MAINTENANCE - SAW MILL CRE	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00
01-35-750-338	TREE MAINTENANCE	0.00	0.00	85,000.00	0.00	85,000.00	170,000.00
01-35-750-381	STORM WATER IMPROVEMENT	3,150.00	3,150.00	50,000.00	6.30	46,850.00	100,000.00
STORM WATER IMPROVEMENTS		3,203.40	3,203.40	329,500.00	0.97	326,296.60	659,000.00
<b>STREET MAINTENANCE</b>							
01-35-755-279	TRASH REMOVAL	0.00	0.00	1,250.00	0.00	1,250.00	2,500.00
01-35-755-281	ROUTE 83 BEAUTIFICATION	8,486.44	8,486.44	52,500.00	16.16	44,013.56	105,000.00
01-35-755-282	REIMB EXP - CONSTRUCTION	0.00	0.00	500.00	0.00	500.00	1,000.00
01-35-755-283	REIMB EXP - OTHER	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00
01-35-755-284	REIMB EXP - BRUSH PICKUP	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00
01-35-755-290	EQUIPMENT RENTAL	0.00	0.00	750.00	0.00	750.00	1,500.00
01-35-755-328	STREET & ROW MAINTENANCE	0.00	0.00	20,000.00	0.00	20,000.00	40,000.00
01-35-755-331	OPERATING SUPPLIES	0.00	0.00	55,000.00	0.00	55,000.00	40,000.00
01-35-755-332	J.U.L.I.E.	0.00	0.00	2,400.00	0.00	2,400.00	4,800.00
01-35-755-333	ROAD SIGNS	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00
01-35-755-401	OPERATING EQUIPMENT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00
STREET MAINTENANCE		8,486.44	8,486.44	168,900.00	5.02	160,413.56	337,800.00
<b>NUISANCE CONTROL</b>							
01-35-760-258	PEST CONTROL	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00

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Fund 01 - GENERAL FUND												
01-35-760-259	MOSQUITO ABATEMENT	19,560.00	19,560.00	35,300.00	55.41	15,740.00	70,600.00	51,040.00				
NUISANCE CONTROL		19,560.00	19,560.00	36,300.00	53.88	16,740.00	72,600.00	53,040.00				
Total Dept 35 - PUBLIC WORKS DEPARTMENT		54,792.75	54,792.75	1,401,542.00	3.91	1,346,749.25	2,803,084.00	2,748,291.25				
Dept 40 - BUILDING & ZONING DEPARTMENT												
GENERAL MANAGEMENT												
01-40-400-147	MEDICARE	121.97	121.97	1,921.00	6.35	1,799.03	3,842.00	3,720.03				
01-40-400-151	IMRF	1,056.83	1,056.83	16,200.00	6.52	15,143.17	32,400.00	31,343.17				
01-40-400-161	SOCIAL SECURITY	521.53	521.53	8,213.00	6.35	7,691.47	16,426.00	15,904.47				
01-40-400-171	SUI - UNEMPLOYMENT	0.00	0.00	93.00	0.00	93.00	186.00	186.00				
01-40-810-101	SALARIES - PERMANENT EMPL	6,823.40	6,823.40	94,648.00	7.21	87,824.60	189,296.00	182,472.60				
01-40-810-102	OVERTIME	90.54	90.54	15,000.00	0.60	14,909.46	30,000.00	29,909.46				
01-40-810-126	SALARIES - CLERICAL	1,727.43	1,727.43	22,816.00	7.57	21,088.57	45,632.00	43,904.57				
01-40-810-141	HEALTH/DENTAL/LIFE INSURAN	114.32	114.32	23,521.00	0.49	23,406.68	47,042.00	46,927.68				
01-40-810-201	TELEPHONES	71.33	71.33	500.00	14.27	428.67	1,000.00	928.67				
01-40-810-301	OFFICE SUPPLIES	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00				
01-40-810-302	PRINTING & PUBLISHING	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00				
01-40-810-303	FUEL/MILEAGE/WASH	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00				
01-40-810-304	SCHOOLS/CONFERENCES/TRA	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00				
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00				
01-40-810-311	POSTAGE & METER RENT	0.00	0.00	350.00	0.00	350.00	700.00	700.00				
01-40-810-315	COPY SERVICE	0.00	0.00	2,640.00	0.00	2,640.00	5,280.00	5,280.00				
01-40-810-345	UNIFORMS	0.00	0.00	350.00	0.00	350.00	700.00	700.00				
01-40-810-401	OPERATING EQUIPMENT	0.00	0.00	250.00	0.00	250.00	500.00	500.00				
01-40-810-409	MAINTENANCE - VEHICLES	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00				
GENERAL MANAGEMENT		10,527.35	10,527.35	193,252.00	5.45	182,724.65	386,504.00	375,976.65				
DATA PROCESSING												
01-40-815-267	DOCUMENT STORAGE/SCANNI	0.00	0.00	9,800.00	0.00	9,800.00	19,600.00	19,600.00				
01-40-815-305	EDP PERSONNEL TRAINING	0.00	0.00	2,600.00	0.00	2,600.00	5,200.00	5,200.00				
DATA PROCESSING		0.00	0.00	12,400.00	0.00	12,400.00	24,800.00	24,800.00				
ENGINEERING												
01-40-820-245	FEES - ENGINEERING	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00				
01-40-820-246	FEES - DRAINAGE ENGINEER	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00				
01-40-820-247	REIMB EXP - ENGINEERING	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00				
01-40-820-254	PLAN REVIEW - ENGINEER	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00				
01-40-820-255	PLAN REVIEW - STRUCTURAL	624.00	624.00	5,000.00	12.48	4,376.00	10,000.00	9,376.00				
01-40-820-258	PLAN REVIEW - BUILDING CODE	0.00	0.00	90,000.00	0.00	90,000.00	180,000.00	180,000.00				
01-40-820-259	PLAN REVIEW - DRAINAGE ENGI	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00	30,000.00				
ENGINEERING		624.00	624.00	130,500.00	0.48	129,876.00	261,000.00	260,376.00				
INSPECTION												
01-40-830-109	PART TIME - INSPECTOR	0.00	0.00	40,000.00	0.00	40,000.00	80,000.00	80,000.00				
01-40-830-115	PLUMBING INSPECTION	0.00	0.00	7,500.00	0.00	7,500.00	15,000.00	15,000.00				

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<b>Fund 01 - GENERAL FUND</b>								
01-40-830-117	ELEVATOR INSPECTION	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
01-40-830-119	CODE ENFORCEMENT INSPECT	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
INSPECTION		0.00	0.00	56,500.00	0.00	56,500.00	113,000.00	113,000.00
Total Dept 40 - BUILDING & ZONING DEPARTMENT		11,151.35	11,151.35	392,652.00	2.84	381,500.65	785,304.00	774,152.65
<b>TOTAL EXPENDITURES</b>		<b>671,792.12</b>	<b>671,792.12</b>	<b>10,549,816.00</b>	<b>6.37</b>	<b>9,878,023.88</b>	<b>21,099,632.00</b>	<b>20,427,839.88</b>

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.						
		MONTH 05/31/19	YTD BALANCE 05/31/2019											
<b>Fund 02 - WATER FUND</b>														
<b>Dept 50 - WATER DEPARTMENT</b>														
<b>CAPITAL IMPROVEMENTS</b>														
02-50-440-626	VEHICLES - NEW & OTHER	0.00	0.00	56,196.00	0.00	56,196.00	112,392.00	112,392.00						
02-50-440-694	DISTRIBUTION SYSTEM REPLA	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00						
<b>CAPITAL IMPROVEMENTS</b>														
		0.00	0.00	66,196.00	0.00	66,196.00	132,392.00	132,392.00						
<b>ADMINISTRATION</b>														
02-50-400-147	MEDICARE	257.55	257.55	3,968.00	6.49	3,710.45	7,936.00	7,678.45						
02-50-400-151	IMRF	2,195.23	2,195.23	32,246.00	6.81	30,050.77	64,492.00	62,296.77						
02-50-400-161	SOCIAL SECURITY	1,056.51	1,056.51	16,967.00	6.23	15,910.49	33,934.00	32,877.49						
02-50-400-171	SUI - UNEMPLOYMENT	1.05	1.05	186.00	0.56	184.95	372.00	370.95						
02-50-401-101	SALARIES - PERMANENT EMPL	13,695.00	13,695.00	221,179.00	6.19	207,484.00	442,358.00	428,663.00						
02-50-401-102	OVERTIME	2,299.58	2,299.58	40,000.00	5.75	37,700.42	80,000.00	77,700.42						
02-50-401-103	PART TIME - LABOR	221.76	221.76	10,000.00	2.22	9,778.24	20,000.00	19,778.24						
02-50-401-126	SALARIES - CLERICAL	1,955.18	1,955.18	25,666.00	7.62	23,710.82	51,332.00	49,376.82						
02-50-401-141	HEALTH/DENTAL/LIFE INSURAN	235.16	235.16	46,620.00	0.50	46,384.84	93,240.00	93,004.84						
02-50-401-201	PHONE - TELEPHONES	569.96	569.96	7,500.00	7.60	6,930.04	15,000.00	14,430.04						
02-50-401-239	FEES - VILLAGE ATTORNEY	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00						
02-50-401-301	OFFICE SUPPLIES	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00						
02-50-401-302	PRINTING & PUBLISHING	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
02-50-401-303	FUEL/MILEAGE/WASH	0.00	0.00	8,500.00	0.00	8,500.00	17,000.00	17,000.00						
02-50-401-304	SCHOOLS CONFERENCE TRAV	703.95	703.95	1,500.00	46.93	796.05	3,000.00	2,296.05						
02-50-401-306	REIMB PERSONNEL EXPENSES	0.00	0.00	150.00	0.00	150.00	300.00	300.00						
02-50-401-307	FEES DUES SUBSCRIPTIONS	10.00	10.00	600.00	1.67	590.00	1,200.00	1,190.00						
02-50-401-311	POSTAGE & METER RENT	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00						
02-50-401-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00						
ADMINISTRATION		23,200.93	23,200.93	427,332.00	5.43	404,131.07	854,664.00	831,463.07						
<b>OTHER</b>														
02-50-449-102	INTEREST EXPENSE	4,703.00	4,703.00	9,406.00	50.00	4,703.00	18,812.00	14,109.00						
02-50-449-104	BOND PRINCIPAL EXPENSE	0.00	0.00	10,800.00	0.00	10,800.00	21,600.00	21,600.00						
02-50-449-105	INTEREST EXPENSE - IEPA LOA	0.00	0.00	14,885.00	0.00	14,885.00	29,770.00	29,770.00						
02-50-449-106	PRINCIPAL EXPENSE - IEPA LO	0.00	0.00	39,563.00	0.00	39,563.00	79,126.00	79,126.00						
OTHER		4,703.00	4,703.00	74,654.00	6.30	69,951.00	149,308.00	144,605.00						
<b>DATA PROCESSING</b>														
02-50-417-212	EDP EQUIPMENT/SOFTWARE	390.00	390.00	2,800.00	13.93	2,410.00	5,600.00	5,210.00						
02-50-417-263	EDP LICENSES	138.00	138.00	8,000.00	1.73	7,862.00	16,000.00	15,862.00						
02-50-417-305	EDP PERSONNEL TRAINING	0.00	0.00	1,300.00	0.00	1,300.00	2,600.00	2,600.00						
DATA PROCESSING		528.00	528.00	12,100.00	4.36	11,572.00	24,200.00	23,672.00						
<b>ENGINEERING</b>														
02-50-405-245	FEES - ENGINEERING	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
ENGINEERING		0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
<b>RISK MANAGEMENT</b>														
02-50-415-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00						

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		MONTH						
		05/31/19	05/31/2019	ORIGINAL BUDGET	USED	BALANCE	AVAIL.	AVAIL.
Fund 02 - WATER FUND								
RISK MANAGEMENT		0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
TRANSFERS TO OTHER FUNDS								
02-50-410-501	REIMBURSE OVERHEAD GENER	47,972.25	47,972.25	575,667.00	8.33	527,694.75	1,151,334.00	1,103,361.75
02-50-900-109	TRANSFER TO WATER CAPITAL	0.00	0.00	400,000.00	0.00	400,000.00	800,000.00	800,000.00
02-50-900-112	TRANSFER TO DEBT SERVICE -	0.00	0.00	47,471.00	0.00	47,471.00	94,942.00	94,942.00
TRANSFERS TO OTHER FUNDS		47,972.25	47,972.25	1,023,138.00	4.69	975,165.75	2,046,276.00	1,998,303.75
WATER PRODUCTION								
02-50-420-206	ENERGY - ELECTRIC PUMP	722.24	722.24	14,000.00	5.16	13,277.76	28,000.00	27,277.76
02-50-420-294	LANDSCAPING - WELLS 1 & 3	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-297	LANDSCAPING - STANDPIPE	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
02-50-420-361	CHEMICALS	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-420-362	SAMPLING ANALYSIS	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
02-50-420-488	MAINTENANCE - PUMPS & WELL	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-491	PUMP INSPECTION REPAIR MAI	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-420-575	PURCHASE OF WATER	0.00	0.00	1,739,500.00	0.00	1,739,500.00	3,479,000.00	3,479,000.00
WATER PRODUCTION		722.24	722.24	1,762,500.00	0.04	1,761,777.76	3,525,000.00	3,524,277.76
WATER STORAGE								
02-50-425-473	WELLHOUSE REPAIRS & MAINT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-425-474	WELLHOUSE REPAIRS & MAIN -	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
02-50-425-475	MATERIALS & SUPPLIES- STAN	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
02-50-425-485	REPAIRS & MAINTENANCE-STA	778.05	778.05	5,000.00	15.56	4,221.95	10,000.00	9,221.95
WATER STORAGE		778.05	778.05	10,000.00	7.78	9,221.95	20,000.00	19,221.95
TRANSPORTATION/DISTRIBUTION								
02-50-430-276	LEAK SURVEYS	0.00	0.00	9,000.00	0.00	9,000.00	18,000.00	18,000.00
02-50-430-277	WATER DISTRIBUTION REPAIRS	8,775.00	8,775.00	150,000.00	5.85	141,225.00	300,000.00	291,225.00
02-50-430-299	LANDSCAPING - OTHER	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-430-401	OPERATING EQUIPMENT	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
02-50-430-425	J. U. L. I. E. MAINTENANCE & SU	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
02-50-430-476	MATERIAL & SUPPLIES - DISTR	0.00	0.00	35,000.00	0.00	35,000.00	70,000.00	70,000.00
TRANSPORTATION/DISTRIBUTION		8,775.00	8,775.00	199,000.00	4.41	190,225.00	398,000.00	389,225.00
METERS & BILLING								
02-50-435-278	METERS FLOW TESTING	0.00	0.00	11,746.00	0.00	11,746.00	23,492.00	23,492.00
02-50-435-461	NEW METERING EQUIPMENT	1,293.29	1,293.29	15,000.00	8.62	13,706.71	30,000.00	28,706.71
02-50-435-462	METER REPLACEMENT	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
02-50-435-463	MAINTENANCE - METER EQUIP	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
METERS & BILLING		1,293.29	1,293.29	30,746.00	4.21	29,452.71	61,492.00	60,198.71
Total Dept 50 - WATER DEPARTMENT		87,972.76	87,972.76	3,618,166.00	2.43	3,530,193.24	7,236,332.00	7,148,359.24

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<b>Fund 02 - WATER FUND</b>								
	<b>TOTAL EXPENDITURES</b>	87,972.76	87,972.76	3,618,166.00	2.43	3,530,193.24	7,236,332.00	7,148,359.24

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<b>Fund 03 - HOTEL/MOTEL TAX FUND</b>								
<b>Dept 53 - HOTEL/MOTEL</b>								
<b>COMMUNITY RELATIONS</b>								
03-53-435-303	WILLOWBROOK MOBILE PHONE	0.00	0.00	1,200.00	0.00	1,200.00	2,400.00	2,400.00
03-53-435-308	GRANT PILOT PROGRAM	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00	10,000.00
03-53-435-316	LANDSCAPE BEAUTIFICATION	0.00	0.00	10,460.00	0.00	10,460.00	20,920.00	20,920.00
03-53-435-317	ADVERTISING - DCVB	0.00	0.00	25,000.00	0.00	25,000.00	50,000.00	50,000.00
03-53-435-318	ADVERTISING - VILLAGE	0.00	0.00	50,000.00	0.00	50,000.00	100,000.00	100,000.00
03-53-435-319	CHAMBER DIRECTORY	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00
<b>COMMUNITY RELATIONS</b>		<b>0.00</b>	<b>0.00</b>	<b>94,660.00</b>	<b>0.00</b>	<b>94,660.00</b>	<b>189,320.00</b>	<b>189,320.00</b>
<b>ADMINISTRATION</b>								
03-53-401-307	FEES DUES SUBSCRIPTIONS	0.00	0.00	12,000.00	0.00	12,000.00	24,000.00	24,000.00
03-53-401-311	POSTAGE & METER RENT	0.00	0.00	250.00	0.00	250.00	500.00	500.00
<b>ADMINISTRATION</b>		<b>0.00</b>	<b>0.00</b>	<b>12,250.00</b>	<b>0.00</b>	<b>12,250.00</b>	<b>24,500.00</b>	<b>24,500.00</b>
<b>SPECIAL EVENTS</b>								
03-53-436-378	WINE & DINE INTELLIGENTLY	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00
03-53-436-379	SPECIAL PROMOTIONAL EVENT	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
<b>SPECIAL EVENTS</b>		<b>0.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>9,000.00</b>	<b>9,000.00</b>
<b>Total Dept 53 - HOTEL/MOTEL</b>		<b>0.00</b>	<b>0.00</b>	<b>111,410.00</b>	<b>0.00</b>	<b>111,410.00</b>	<b>222,820.00</b>	<b>222,820.00</b>
<b>TOTAL EXPENDITURES</b>								
		0.00	0.00	111,410.00	0.00	111,410.00	222,820.00	222,820.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 04 - MOTOR FUEL TAX FUND								
Dept 56 - MOTOR FUEL TAX								
CAPITAL IMPROVEMENTS								
04-56-430-684	STREET MAINTENANCE CONTR	0.00	0.00	265,448.00	0.00	265,448.00	530,896.00	530,896.00
CAPITAL IMPROVEMENTS		0.00	0.00	265,448.00	0.00	265,448.00	530,896.00	530,896.00
Total Dept 56 - MOTOR FUEL TAX		0.00	0.00	265,448.00	0.00	265,448.00	530,896.00	530,896.00
 TOTAL EXPENDITURES		0.00	0.00	265,448.00	0.00	265,448.00	530,896.00	530,896.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 06 - SSA ONE BOND & INTEREST FUND								
Dept 60 - SSA BOND								
OTHER								
06-60-550-401	BOND PRINCIPAL EXPENSE	0.00	0.00	170,000.00	0.00	170,000.00	340,000.00	340,000.00
06-60-550-402	BOND INTEREST EXPENSE	0.00	0.00	152,465.00	0.00	152,465.00	304,930.00	304,930.00
OTHER		0.00	0.00	322,465.00	0.00	322,465.00	644,930.00	644,930.00
Total Dept 60 - SSA BOND		0.00	0.00	322,465.00	0.00	322,465.00	644,930.00	644,930.00
TOTAL EXPENDITURES								
		0.00	0.00	322,465.00	0.00	322,465.00	644,930.00	644,930.00

**EXPENDITURE REPORT FOR WILLOWBROOK**  
**PERIOD ENDING 05/31/2019**

Page: 19/23

GL NUMBER	DESCRIPTION	ACTIVITY FOR		2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.						
		MONTH 05/31/19	YTD BALANCE 05/31/2019											
<b>Fund 07 - POLICE PENSION FUND</b>														
Dept 62														
ADMINISTRATION														
07-62-401-242	LEGAL FEES	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00						
07-62-401-251	AUDIT FEES	0.00	0.00	3,413.00	0.00	3,413.00	6,826.00	6,826.00						
07-62-401-252	ACTUARY SERVICES	0.00	0.00	4,400.00	0.00	4,400.00	8,800.00	8,800.00						
07-62-401-253	FINANCIAL ADVISORY FEES	0.00	0.00	27,500.00	0.00	27,500.00	55,000.00	55,000.00						
07-62-401-254	FIDUCIARY INSURANCE	0.00	0.00	3,175.00	0.00	3,175.00	6,350.00	6,350.00						
07-62-401-304	SCHOOLS CONFERENCE TRAV	0.00	0.00	4,210.00	0.00	4,210.00	8,420.00	8,420.00						
07-62-401-307	FEES DUES SUBSCRIPTIONS	0.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00						
07-62-401-531	DEPT OF INSURANCE FILING FE	4,316.18	4,316.18	4,381.00	98.52	64.82	8,762.00	4,445.82						
07-62-401-543	EXAMS - PHYSICAL	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00						
ADMINISTRATION		4,316.18	4,316.18	54,379.00	7.94	50,062.82	108,758.00	104,441.82						
<b>PENSION BENEFITS</b>														
07-62-401-581	PENSION BENEFITS	106,518.03	106,518.03	1,289,460.00	8.26	1,182,941.97	2,578,920.00	2,472,401.97						
07-62-401-583	NON-DUTY DISABILITY BENEFIT	5,897.52	5,897.52	71,057.00	8.30	65,159.48	142,114.00	136,216.48						
07-62-401-584	DUTY DISABILITY BENEFITS	6,007.61	6,007.61	72,091.00	8.33	66,083.39	144,182.00	138,174.39						
PENSION BENEFITS		118,423.16	118,423.16	1,432,608.00	8.27	1,314,184.84	2,865,216.00	2,746,792.84						
Total Dept 62		122,739.34	122,739.34	1,486,987.00	8.25	1,364,247.66	2,973,974.00	2,851,234.66						
<b>TOTAL EXPENDITURES</b>														
		122,739.34	122,739.34	1,486,987.00	8.25	1,364,247.66	2,973,974.00	2,851,234.66						

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
Dept 65 - WATER CAPITAL IMPROVEMENTS								
CAPITAL IMPROVEMENTS								
09-65-440-600	WATER SYSTEM IMPROVEMENT	0.00	0.00	60,000.00	0.00	60,000.00	120,000.00	120,000.00
09-65-440-602	MTU REPLACEMENT	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00
CAPITAL IMPROVEMENTS		0.00	0.00	61,000.00	0.00	61,000.00	122,000.00	122,000.00
Total Dept 65 - WATER CAPITAL IMPROVEMENTS		0.00	0.00	61,000.00	0.00	61,000.00	122,000.00	122,000.00
TOTAL EXPENDITURES								
		0.00	0.00	61,000.00	0.00	61,000.00	122,000.00	122,000.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 11 - DEBT SERVICE FUND								
Dept 70 - DEBT SERVICE FUND								
OTHER								
11-70-550-401	BOND PRINCIPAL EXPENSE	0.00	0.00	214,200.00	0.00	214,200.00	428,400.00	428,400.00
11-70-550-402	BOND INTEREST EXPENSE	56,072.00	56,072.00	112,144.00	50.00	56,072.00	224,288.00	168,216.00
OTHER		56,072.00	56,072.00	326,344.00	17.18	270,272.00	652,688.00	596,616.00
Total Dept 70 - DEBT SERVICE FUND		56,072.00	56,072.00	326,344.00	17.18	270,272.00	652,688.00	596,616.00
TOTAL EXPENDITURES								
		56,072.00	56,072.00	326,344.00	17.18	270,272.00	652,688.00	596,616.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 05/31/2019

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION & Dept 75 - LAND ACQUISITION/EXPANSION/RENOVATION CAPITAL IMPROVEMENTS								
14-75-930-412	CRC REMODEL (825 MIDWAY D	0.00	0.00	120,000.00	0.00	120,000.00	240,000.00	240,000.00
	CAPITAL IMPROVEMENTS	0.00	0.00	120,000.00	0.00	120,000.00	240,000.00	240,000.00
	Total Dept 75 - LAND ACQUISITION/EXPANSION/RENOV	0.00	0.00	120,000.00	0.00	120,000.00	240,000.00	240,000.00
TOTAL EXPENDITURES								
		0.00	0.00	120,000.00	0.00	120,000.00	240,000.00	240,000.00

**EXPENDITURE REPORT FOR WILLOWBROOK**  
**PERIOD ENDING 05/31/2019**

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 05/31/19	YTD BALANCE 05/31/2019	2019-20 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
<b>Fund 15 - RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX</b>								
<b>Dept 15 - PLANNING &amp; ECONOMIC DEVELOPMENT</b>								
<b>CONTINGENCIES</b>								
15-15-401-242	LEGAL FEES	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00	20,000.00
15-15-510-232	CONSULTANTS-DESIGN & OTHE	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00
CONTINGENCIES		0.00	0.00	12,500.00	0.00	12,500.00	25,000.00	25,000.00
<b>ADMINISTRATION</b>								
15-15-455-513	SALES TAX REBATE- TOWN CE	0.00	0.00	100,000.00	0.00	100,000.00	200,000.00	200,000.00
15-15-455-514	SALES TAX REBATE - PFM	0.00	0.00	170,000.00	0.00	170,000.00	340,000.00	340,000.00
ADMINISTRATION		0.00	0.00	270,000.00	0.00	270,000.00	540,000.00	540,000.00
<b>STREET MAINTENANCE</b>								
15-15-745-224	MAINT TRAFFIC SIGNALS	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
STREET MAINTENANCE		0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
Total Dept 15 - PLANNING & ECONOMIC DEVELOPMEN		0.00	0.00	286,500.00	0.00	286,500.00	573,000.00	573,000.00
<b>TOTAL EXPENDITURES</b>		0.00	0.00	286,500.00	0.00	286,500.00	573,000.00	573,000.00
<b>TOTAL EXPENDITURES - ALL FUNDS</b>		938,576.22	938,576.22	17,148,136.00	5.47	16,209,559.78	34,296,272.00	33,357,695.78

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:****AGENDA NO. 6f**

Receive Plan Commission Recommendation – Public Hearing 19-03: Consideration of a petition requesting approval of a variation from section 9-10-5(K) to reduce the number of required parking stalls from fifty-four (54) spaces to thirty-five (35) spaces to accommodate 10,645 square feet of office space and 7,902 square feet of warehouse space. – Morgan Harbour Construction, 7510 S. Madison Street.

**AGENDA DATE:**  
06/24/19**STAFF REVIEW:** Ann Choi, Planning Consultant**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

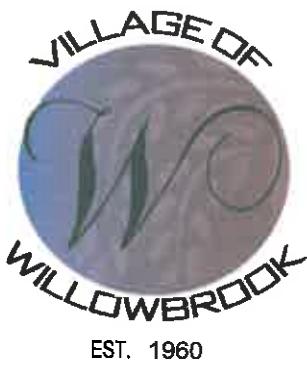
The subject property is currently improved with an 18,550 square foot brick, office and warehouse building on a 0.897-acre site. A total of thirty-four (34) parking spaces are provided on the north and west portions of the subject property. Morgan Harbour Construction, a full-service design/build general contractor and construction manager, requests a variation for reduced parking. A previous variation was granted in 2016 to reduce the number of required parking stalls from forty-seven (47) spaces to thirty-four (34) spaces. The subject of this application is a request to approve a second variation for reduced parking that would increase the prior variation grant by an additional six (6) parking spaces. The petitioner submitted plans in February 2019, which were presented before the Plan Commission at a public hearing at the June 5, 2019 Plan Commission meeting, where the Plan Commission made a positive recommendation to the Village Board.

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

The Village of Willowbrook building department was contacted in early 2019 with reports of illegal construction at the subject property without the issuance of proper building permits. The building department subsequently issued a stop work order until proper zoning approval and building permits were issued. It was determined that the proposed interior modifications, the conversion of 1,645 square feet of warehouse space to office space, would require a higher parking demand. The applicant is requesting a variation for reduced parking so that they can resume the interior modifications which would optimize the working conditions for its current employees. The applicant proposes to modify the existing parking by restriping the northern portion of the parking lot to include one (1) additional parking space, thus increasing the on-site parking to thirty-five (35) parking spaces, the maximum amount of parking that can be accommodated on the subject property. The applicant has provided testimony that the proposed interior modifications would not increase the number of employees or increase parking demand, and the existing parking supply is and will be more than sufficient to accommodate the company's current and future parking needs.

During the public hearing, Condition No. 4 was added to ensure that on-site parking would not spill over onto adjacent properties and to prohibit double-parking and blocking of fire lanes. The new condition would also enable the Police Department to enforce fire lane violations. Staff is supportive of the requested variation to reduce the off-street parking requirement to accommodate the proposed interior building alterations. Morgan Harbour Construction is a local business employer, maintains strong ties with the community, and envisions themselves as a long-term partner and owner/user in the Willowbrook community. The Plan Commission voted a unanimous vote of 7-0 of the members present to forward a positive recommendation to the Village Board. Their motion included four (4) recommended conditions that must be incorporated into the final ordinance granting zoning approval. These recommended conditions are listed in the Staff Report dated June 24, 2019.

**ACTION PROPOSED:** Receive Plan Commission Recommendation.



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

## MEMORANDUM

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: June 7, 2019

SUBJECT: **Zoning Hearing Case 19-03: Morgan Harbour Construction, 7510 S. Madison Street, Willowbrook, Illinois.** Consideration of a petition for a variation from Title 9 of the Village Code to approve a variation from Section 9-10-5(K) to reduce the number of required parking stalls from fifty-four (54) spaces to thirty-five (35) spaces to accommodate 10,645 square feet of office space and 7,902 square feet of warehouse space, in the Resubdivision of Lots 1 & 2 in Willowbrook Executive Plaza in the M-1 Zoning District.

At the regular meeting of the Plan Commission held on June 5, 2019, the above referenced application was discussed and the following motion was made:

**MOTION:** Made by Remkus and seconded by Walec that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Variations outlined in the Staff Report for PC 19-03 for the June 5, 2019 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a variation from Section 9-10-5(K) to reduce the off-street parking requirements for the property located at 7510 S. Madison Street as outlined in the Staff Report dated for the June 5th, 2019 Plan Commission meeting and as deliberated by the Plan Commission, subject to the recommended "Conditions of Approval" listed in the Staff Report prepared for PC 19-03 for the June 5, 2019 Plan Commission meeting and the additional condition that signage will be installed that there is no parking in the fire lane every 75 feet:

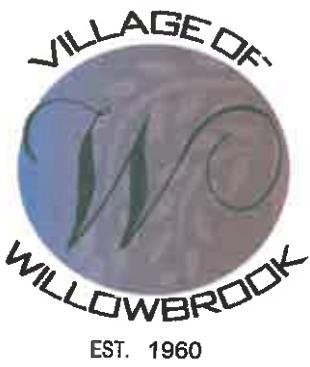
4. "No Parking / Fire Lane" wall-mounted signage shall be displayed every seventy-five (75) feet along the north and west exterior walls of the existing building.

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

MOTION DECLARED CARRIED



Proud Member of the  
Illinois Route 66 Scenic Byway



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

DK:jp

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

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Gayle Neal

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## Chief of Police

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## FINDINGS OF FACT

### Mayor

Frank A. Trilla

### Village Clerk

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### Standards for Variations

Section 9-14-4(E) of the Willowbrook Zoning Ordinance establishes seven (7) standards for variations that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variation. A list of the Standards for Variations is provided below, along with the proposed findings to be incorporated in the Plan Commission's recommendation and the Village Board's ordinance if approved.

**(A)** 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.

**Applicant Finding:** The subject property currently has a variation in place to reduce the required parking to thirty-four (34) parking spaces. The applicant would like to convert 1,645 square feet of existing warehouse space to office space and not increase the amount of parking. If needed, the applicant would like to utilize the drive-way in front of the exterior loading docks and drive-way for parking. The subject property is currently non-conforming with regards to the building and parking setbacks and there have been no issues to date.

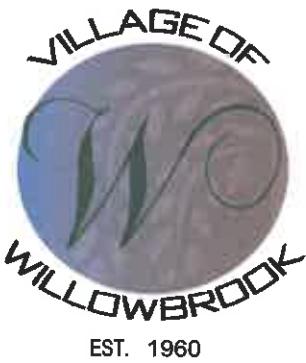
**Staff Finding:** Due to the current office configuration, the property owner cannot utilize his current office space to meet his current day-to-day needs. It is not the property owner's intent to accommodate/add more employees through the proposed interior modifications, which would potentially intensify the parking situation. The increased office area would result in the net increase of two offices, one huddle space, and an open office area, and would optimize the existing space to suit the needs of the employees they currently have. Additionally, the property does not provide the parking count that users in the marketplace currently desire or need.

**(B)** 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.

**Applicant Finding:** The proposed building was built years ago as a warehouse and was obsolete due to height requirements. The owner/user has converted the building into an attractive headquarters building and it serves as a home base for the employees when needed. The proposed interior modifications and parking variation for reduced parking will be a benefit to the current team to add more office space within the existing unused warehouse. The applicant has never had issues with parking and does not anticipate parking issues in the future.



Proud Member of the  
Illinois Route 66 Scenic Byway



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**Staff Finding:** The proposed variation is needed since it will allow the applicant, an existing long-term owner-occupied user, to improve the working conditions for its current employees without requiring the user to provide additional and unnecessary parking spaces. The proposed variation will allow the owner to complete the interior modifications of the building, which will optimize the current working conditions for the building's users. The proposed variation will also alleviate a requirement for additional parking that the owner-occupied current user does not currently need. The subject site currently meets and exceeds the user's parking needs.

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

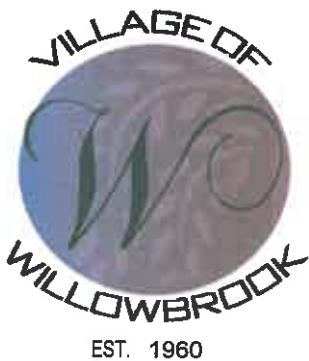
**Applicant Finding:** The hardship was created years ago when the building was built.

**Staff Finding:** The building and site improvements made in 2016 included the removal of part of the rear of the existing building to provide additional parking spaces on the west side of the property. This resulted in the removal of approximately 3,555 square feet of space. At the time, the market determined that the proposed area of 9,000 square feet dedicated for office use was sufficient. As it stands today, the current configuration does not meet the needs of the owner-occupied user. In order to meet the current parking requirements, additional bay(s) of the existing building would need to be removed thus making the building area too small for their purposes and infeasible for the current user. The hardship caused by the increased parking requirement from the conversion of 1,645 square feet of warehouse space to office space was created by bringing a non-conforming building up to current standards.

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

**Applicant Finding:** The improvements will not be detrimental to the public or other neighboring properties. When the building was renovated three years ago, the petitioner made major improvements to the life safety and appearance of the building.

**Staff Finding:** The petitioner has provided testimony that the proposed interior alterations would improve the working conditions of its current employees, without increasing the number of employees or increasing the parking demand. The petitioner has also testified that as it stands today, there is an abundance of five (5) vacant parking spaces that are underutilized. Therefore it is not anticipated



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

that parking will spill over onto adjacent properties and the proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

(E) 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.

**Applicant Finding:** 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.

**Staff Finding:** The proposed variation will not result in any exterior alterations to the building and therefore 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 as the proposed alterations to the building are interior in nature.

(F) The proposed variation will not alter the essential character of the locality.

**Applicant Finding:** The proposed variation will not alter the character of the building or locality.

**Staff Finding:** The proposed variation would not affect the physical character of the locality since no exterior alterations to the building are proposed. The addition of 1,645 square feet of office space (and removal of 1,645 square feet of unused warehouse space) would not detrimentally impact the existing parking supply and is more than sufficient to accommodate the user's current and future parking needs. It is not anticipated that parking would spill over onto adjacent parking lots.

(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997).

**Applicant Finding:** The proposed variation allows a less than ideal property to be utilized by a long- term owner-occupied user and will not negatively impact the neighboring properties. The user is involved in the community, supports local business and employs local personnel.

**Staff Finding:** The proposed variation is in harmony with the spirit and intent of this title. The granting of the proposed variation will allow an existing long-term owner-occupied user and a good local business employer to improve the working conditions for its current employees without requiring the user to provide additional and unnecessary parking spaces. Retaining local businesses will result in a benefit to surrounding residents and businesses.



Proud Member of the  
Illinois Route 66 Scenic Byway



## Village of Willowbrook

### Staff Report to the Village Board

<b>Public Hearing Date:</b>	June 5, 2019												
<b>Village Board (Receive)</b>	June 24, 2019												
<b>Prepared By:</b>	Ann Choi, Planning Consultant												
<b>Case Title:</b>	19-03: Morgan Harbour Construction, LLC Headquarters, 7510 S. Madison Street												
<b>Petitioner:</b>	Morgan Harbour Construction, LLC, 7510 S. Madison Street, Willowbrook, Illinois 60527												
<b>Action Requested by Applicant:</b>	Consideration of a petition for a variation from Title 9 of the Village Code to approve a variation from Section 9-10-5(K) to reduce the number of required parking stalls from fifty-four (54) spaces to thirty-five (35) spaces to accommodate 10,645 square feet of office space and 7,902 square feet of warehouse space, in the Resubdivision of Lots 1 & 2 in Willowbrook Executive Plaza in the M-1 Zoning District.												
<b>Location:</b>	West side of Madison Street between Tameling Landscape Supply and a vacant industrial building (formerly occupied by Marquardt Printing Co.).												
<b>Existing Zoning:</b>	M-1 Light Manufacturing												
<b>Existing Land Use:</b>	Office and Warehouse												
<b>Property Size:</b>	0.897 Acres												
<b>Surrounding Land Use:</b>	<table><thead><tr><th></th><th>Use</th></tr></thead><tbody><tr><td>North</td><td>Tameling Landscape Supply</td></tr><tr><td>South</td><td>Vacant warehouse</td></tr><tr><td>East</td><td>S. Madison Street</td></tr><tr><td>West</td><td>Hygieneering</td></tr></tbody></table>			Use	North	Tameling Landscape Supply	South	Vacant warehouse	East	S. Madison Street	West	Hygieneering	<b>Zoning</b>
	Use												
North	Tameling Landscape Supply												
South	Vacant warehouse												
East	S. Madison Street												
West	Hygieneering												
			M-1 Light Manufacturing										
			M-1 Light Manufacturing										
			S. Madison Street										
			OR Office Research										
<b>Documents Attached:</b>	<ul style="list-style-type: none"><li>Attachment 1: Legal Description</li><li>Attachment 2: Plat of Survey, dated 5/29/19 (1 Sheet)</li><li>Attachment 3: Site Plan, dated 04/07/16 (1 Sheet)</li><li>Attachment 4: Architectural Plans, dated 04/03/19 (4 Sheets)</li><li>Attachment 5: Construction Schedule, dated 04/22/19 (1 Sheet)</li></ul>												

**Necessary Action by Village Board:**

Receive Plan Commission Recommendation.



## Background

### Site Description:

The property is located on the west side of Madison Street, and is bordered by Tameling Landscape Supply to the north, Hygieneering to the west, and a vacant warehouse building to the south. The site is a total 0.897 acres and contains an existing building currently used for office and manufacturing, with a loading area accommodating two loading berths, and thirty-four (34) existing parking spaces. The property has a lot depth of 263 feet, with 150 feet of frontage along Madison Street. The existing building has a footprint of +/- 18,550 square feet.

Exhibit 1 Site Location



## Development Proposal

The building is used as the headquarters for the applicant, Morgan Harbour Construction, LLC. Morgan Harbour Construction, LLC is a full-service design/build general contractor and construction manager originally focused on tenant improvements and ground-up construction. Their portfolio includes an impressive list of projects including LEED certified properties, office, healthcare, distribution/warehousing, manufacturing, aviation and sports entertainment, mainly located in the Chicago area and Northwest Indiana.

The Village of Willowbrook building department was contacted in early 2019 with reports of construction at the subject property without the issuance of proper building permits. After confirmation of construction without proper approvals, the building department issued a stop order until proper zoning and building permits are issued. It was determined that the proposed interior modifications (the conversion of 1,645 square feet of warehouse space to office space) would require a higher parking demand.

The applicant wishes to complete the interior building modifications to the property located at 7510 S. Madison Street. As previously stated, the interior building modifications include the conversion of approximately 1,645 square feet of existing warehouse space into office space, resulting in the removal of two existing offices to accommodate four new offices (net gain of two offices), one huddle space, and an open office area. Other than the interior alterations to the subject tenant space, no changes to the exterior of the building are proposed.



### Variation Requested

The purpose of this public hearing is to consider a petition requesting approval of a variation from Section 9-10-5(K) to reduce the number of required parking stalls from fifty-four (54) spaces to thirty-five (35) spaces.

### Staff Analysis

#### Building Use Breakdown

As the current headquarters building was designed as an open office space, the petitioner quickly realized the need to provide their employees with more areas for files, meeting rooms, privacy and space to help offset the noise impact of the open office concept. The petitioner wishes to modify the existing building at 7510 S. Madison Street to improve employee comfort and collaboration, and reconfigure the existing office space to suit their current needs. The existing building area is approximately +/- 18,550 square feet, with a floor area ratio (FAR) of 0.47, and includes 9,000 square feet of office space and 9,550 square feet of warehouse area. The proposed modifications would increase the office area to approximately 10,645 square and reduce the warehouse area to approximately 7,902 square feet. Loading for the building is and would continue to be provided by two (2) dock doors located in the existing loading area and one (1) drive-in door located on the north side of the building.

Exhibit 2 Existing Office and Warehouse Breakdown



The following exhibits illustrate the proposed interior modifications. In Exhibit 3, the area highlighted in lightblue shows the proposed office space and the area highlighted in purple shows the proposed warehouse area. The dashed red line indicates the proposed expansion of office area into the underutilized warehouse area. Exhibit 4 shows that the impact of the proposed interior alterations will result in the net gain of two single-user offices, a huddle room, and an open office area.



Exhibit 3 Proposed Floor Plan

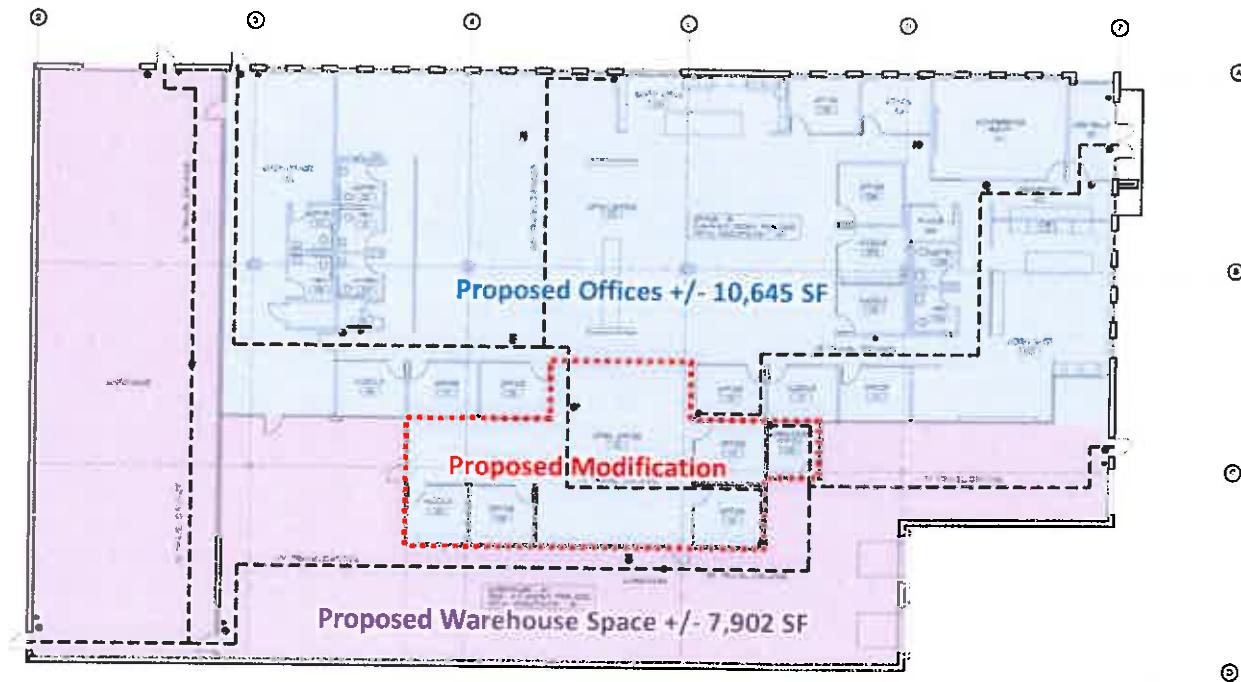
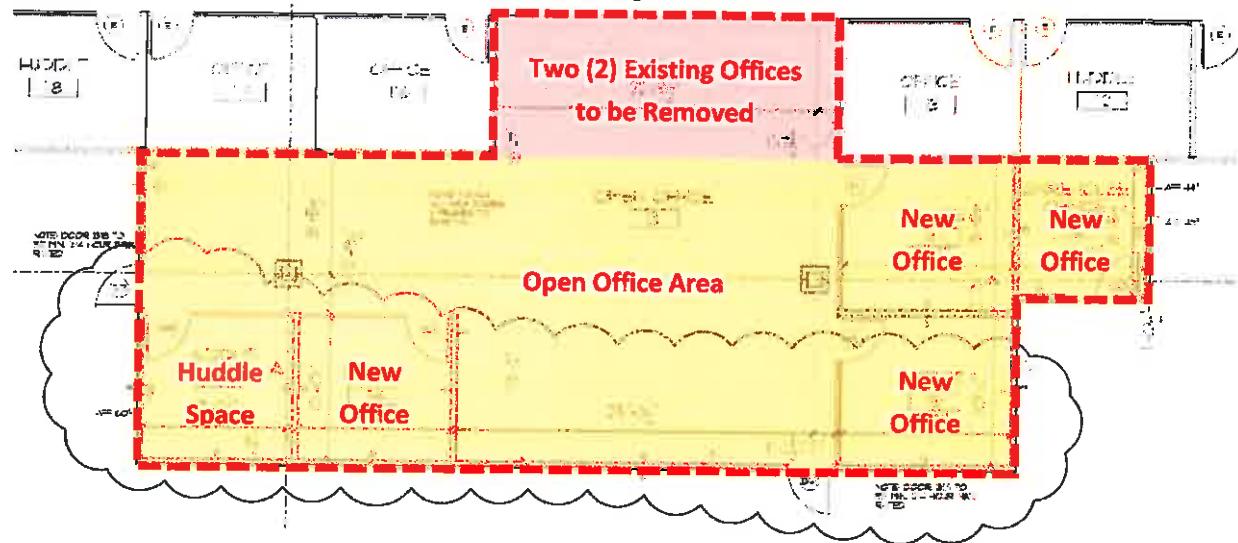


Exhibit 4 Enlarged Floor Plan



The addition of four new offices (a net gain of two offices), a huddle room, and an open office area results in the addition of approximately 1,645 square feet of office area and the removal of the same in warehouse area.



## Parking Analysis

The subject property currently utilizes thirty-four (34) existing parking spaces, two (2) of which are accessible spaces as shown in the Plat of Survey, included as **Attachment 2** of this report. According to the Village code, fifty-four (54) parking spaces are required on the site. A parking variation was previously granted to allow for reduced parking spaces. In 2016, Ordinance 16-O-25 authorized a variation to reduce the required parking from forty-seven (47) parking spaces to thirty-four (34) parking spaces. The subject of this application is a request to approve a second variation from the off-site parking requirements that would increase the prior variation grant by an additional six (6) parking spaces.

The petitioner proposes to modify the existing parking by restriping the northern portion of the parking lot to include one additional parking space thus increasing the on-site parking to thirty-five (35) parking spaces. This will be achieved by allowing the existing accessible spaces to share an eight-foot (8') wide access aisle. Changes to the parking restriping is included in the proposed Site Plan, **Attachment 3**, of this report. The applicant is requesting a variation to reduce the number of required parking stalls from fifty-four (54) spaces to thirty-five (35) spaces since this is the maximum amount of parking that can be accommodated on the subject property.

Staff believes the applicant will provide testimony based on employment levels to support this parking variation. Please see the parking breakdown below in **Table 1**:

**Table 1** Parking Requirements

Use	Square Footage	Code Requirement	Required	Proposed	Variation
Office	+/- 10,645 sf	1 space for each 225 sf of floor area	47.31 spaces		
Warehouse	+/- 7,902 sf	4 spaces plus 1 space for each 1,500 sf of floor area over 4,500 sf	6.27 spaces	54 spaces	Yes

Staff is concerned that a future change in building use with a greater parking demand will be constrained by a lack of off-street parking in relation to the size of the building and the minimum Village parking requirements. A future user in the 18,550 square foot building may generate parking needs greater than current parking needs based on the number of employees currently working at Morgan Harbour Construction. If this occurs, overflow parking could occur in parking lots of adjoining uses. Nevertheless, these parking concerns are merely hypothetical at this stage. Morgan Harbour Construction has invested considerably into improving their property and would like to stay in Willowbrook as a long-time owner and tenant. The company has an average of 30 employees in the office at any given time, and many of the employees spend their time on job sites, in off-site meetings, and are not typically in the office on a daily basis. Furthermore, the existing parking lot has an average of five (5) underutilized parking spaces on any given day. Therefore, the proposed parking variation is not expected to be detrimental to the overall parking situation as it stands today.

## Findings of Fact

### Standards for Variations

Section 9-14-4(E) of the Willowbrook Zoning Ordinance establishes seven (7) standards that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. A list of the variation standards is provided below, along with the proposed findings to be incorporated in the Plan Commission's recommendation and the Village Board's ordinance if approved.



(A) 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.

**Applicant Finding:** The subject property currently has a variation in place to reduce the required parking to thirty-four (34) parking spaces. The applicant would like to convert 1,645 square feet of existing warehouse space to office space and not increase the amount of parking. If needed, the applicant would like to utilize the drive-way in front of the exterior loading docks and drive-way for parking. The subject property is currently non-conforming with regards to the building and parking setbacks and there have been no issues to date.

**Staff Finding:** Due to the current office configuration, the property owner cannot utilize his current office space to meet his current day-to-day needs. It is not the property owner's intent to accommodate/add more employees through the proposed interior modifications, which would potentially intensify the parking situation. The increased office area would result in the net increase of two offices, one huddle space, and an open office area, and would optimize the existing space to suit the needs of the employees they currently have. Additionally, the property does not provide the parking count that users in the marketplace currently desire or need.

(B) 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.

**Applicant Finding:** The proposed building was built years ago as a warehouse and was obsolete due to height requirements. The owner/user has converted the building into an attractive headquarters building and it serves as a home base for the employees when needed. The proposed interior modifications and parking variation for reduced parking will be a benefit to the current team to add more office space within the existing unused warehouse. The applicant has never had issues with parking and does not anticipate parking issues in the future.

**Staff Finding:** The proposed variation is needed since it will allow the applicant, an existing long-term owner-occupied user, to improve the working conditions for its current employees without requiring the user to provide additional and unnecessary parking spaces. The proposed variation will allow the owner to complete the interior modifications of the building, which will optimize the current working conditions for the building's users. The proposed variation will also alleviate a requirement for additional parking that the owner-occupied current user does not currently need. The subject site currently meets and exceeds the user's parking needs.

(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

**Applicant Finding:** The hardship was created years ago when the building was built.

**Staff Finding:** The building and site improvements made in 2016 included the removal of part of the rear of the existing building to provide additional parking spaces on the west side of the property. This resulted in the removal of approximately 3,555 square feet of space. At the time, the market determined that the proposed area of 9,000 square feet dedicated for office use was sufficient. As it stands today, the current configuration does not meet the needs of the owner-occupied user. In order to meet the current parking requirements, additional bay(s) of the existing building would need to be removed thus making the building area too small for their purposes and infeasible for the current user. The hardship caused by the increased parking requirement from the conversion of



1,645 square feet of warehouse space to office space was created by bringing a non-conforming building up to current standards.

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

**Applicant Finding:** The improvements will not be detrimental to the public or other neighboring properties. When the building was renovated three years ago, the petitioner made major improvements to the life safety and appearance of the building.

**Staff Finding:** The petitioner has provided testimony that the proposed interior alterations would improve the working conditions of its current employees, without increasing the number of employees or increasing the parking demand. The petitioner has also testified that as it stands today, there is an abundance of five (5) vacant parking spaces that are underutilized. Therefore it is not anticipated that parking will spill over onto adjacent properties and the proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

(E) 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.

**Applicant Finding:** 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.

**Staff Finding:** The proposed variation will not result in any exterior alterations to the building and therefore 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 as the proposed alterations to the building are interior in nature.

(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)

**Applicant Finding:** The proposed variation will not alter the character of the building or locality.

**Staff Finding:** The proposed variation would not affect the physical character of the locality since no exterior alterations to the building are proposed. The addition of 1,645 square feet of office space (and removal of 1,645 square feet of unused warehouse space) would not detrimentally impact the existing parking supply and is more than sufficient to accommodate the user's current and future parking needs. It is not anticipated that parking would spill over onto adjacent parking lots.

(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)

**Applicant Finding:** The proposed variation allows a less than ideal property to be utilized by a long-term owner-occupied user and will not negatively impact the neighboring properties. The user is involved in the community, supports local business and employs local personnel.

**Staff Finding:** The proposed variation is in harmony with the spirit and intent of this title. The granting of the proposed variation will allow an existing long-term owner-occupied user and a good local business employer to improve the working conditions for its current employees without



requiring the user to provide additional and unnecessary parking spaces. Retaining local businesses will result in a benefit to surrounding residents and businesses.

## Staff Recommendation

Staff supports the variation to reduce the off-street parking requirement to accommodate the proposed interior building alterations that would optimize the working space for the applicant's current employees. The site meets the intended use of the M-1 district and encourages business development in the Village of Willowbrook. Morgan Harbour is a local business employer, maintains strong ties with the community, and envisions themselves as a long-term partner in the community.

## Plan Commission Public Hearing Summary and Recommendation

The Plan Commission conducted a public hearing on this petition at their June 5, 2019 meeting. The following members were in attendance: Chairman Dan Kopp, Vice Chairman Wagner, and Commissioners Ruffolo, Kaucky, Soukup, Remkus and Walec.

Vice Chairman Wagner objected to condition #2 because he did not want the proposed variation to run with the land and proposed that the variation apply strictly to the applicant. Vice Chairman Wagner questioned the point of a parking ordinance if the parking ordinance was never reinforced. Vice Chairman Wagner pointed out that the Village has historically granted significant variation requests for parking and that such parking variations have come to haunt the Village in the past. Vice Chairman Wagner's main concern was that parking might become a serious issue for any future users should the applicant decide to sell or rent the subject property. Chairman Kopp pointed out that since the prior parking variation ran with the land, the requested variation should also run with the land. Chairman Kopp also pointed out that what Vice Chairman Wagner was suggesting would force a future user/owner to tear down the proposed interior modifications to convert the proposed new office space back to warehouse. Commissioner Remkus also did not support Wagner's request to apply the variation strictly to the applicant and added that the market would determine who would purchase or rent the property. If the applicant decided to sell their property and parking was found to be insufficient, the applicant would need to reconsider the amount of office/warehouse space and the parking demand when it was time to market the property to potential buyers.

To address parking concerns, specifically parking on-site that could potentially spill over into areas on the site where parking was not permitted, double-parking and the blocking of fire lanes, Building Official Giuntoli proposed a condition to add "No Parking / Fire Lane" signage at intervals of no more than seventy-five (75) feet along the exterior building walls facing the north and west parking lots. This would prohibit any parking within the fire lane and allow the Police Department to enforce fire lane violations.

There was no one from the public that came forward with questions or testimony.

## Motion

Following staff's report and the Plan Commission's discussion, the following motion by Commissioner Remkus was seconded by Commissioner Walec and approved by a unanimous roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Variations outlined in the Staff Report for PC 19-03 for the June 5, 2019 Plan



Commission meeting; and that the Plan Commission recommend to the Village Board approval of a variation from Section 9-10-5(K) to reduce the off-street parking requirements for the property located at 7510 S. Madison Street as outlined in the Staff Report dated for the June 5<sup>th</sup>, 2019 Plan Commission meeting and as deliberated by the Plan Commission, subject to the following recommended "Conditions of Approval" listed in the Staff Report prepared for PC 19-03 for the June 5, 2019 Plan Commission meeting and the additional condition that signage will be installed that there is no parking in the fire lane every 75 feet:

1. The northern portion of the parking lot shall be restriped to provide thirty-five (35) parking spaces, including two (2) accessible spaces, and shall be in compliance with the planning document associated with Case 19-03, included as Attachment 3 Site Dimensional Exhibit, prepared by Pinnacle Engineering Group.
2. The variation granted only applies to Lot 3, in the Resubdivision of Lots 1 & 2 in Willowbrook Executive Plaza.
3. The variation shall be null and void if construction of the proposed use is not commenced and a certificate of completion is not granted within twelve (12) months of the date of any approval of the variation by the Village Board.
4. "No Parking / Fire Lane" wall-mounted signage shall be displayed every seventy-five (75) feet along the north and west exterior walls of the existing building.



**Attachment 1**  
**Legal Description**

**PARCEL 1:**

LOT 3 IN RESUBDIVISION OF LOTS 1 AND 2 IN WILLOWBROOK EXECUTIVE PLAZA, A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED ON JANUARY 6, 1977 AS DOCUMENT R77-01268, IN DU PAGE COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT OF THE BENEFIT OF PARCEL 1 OVER THE NORTH 5 FEET OF LOT 2 IN RESUBDIVISION OF LOTS 1 AND 2 IN WILLOWBROOK EXECUTIVE PLAZA, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED ON JANUARY 6, 1977 AS DOCUMENT R77-01268, IN DU PAGE COUNTY, ILLINOIS; FOR THE PURPOSE OF PERFORMING NECESSARY MAINTENANCE PROCEDURES WHICH MAY BE REQUIRED UPON THE SOUTH WALL OF THE BUILDING ON PARCEL 1 AS CREATED BY AGREEMENT DATED JULY 9, 1981 AND RECORDED SEPTEMBER 8, 1981 AS DOCUMENT R81-49042, BY AND BETWEEN STAR-PIC REALTY JOINT VENTURE AND OTHERS, IN DU PAGE, ILLINOIS.

PINs: 09-26-403-011

ADDRESS: 7510 S. Madison Street, Willowbrook, Illinois 60527



**Attachment 2**  
**Plat of Survey (1 Sheet)**

# PLAT OF SURVEY

## PROPERTY DESCRIBED AS:

LOT 3, IN THE RESUBDIVISION OF LOTS 1 & 2 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 6, 1977 AS DOCUMENT R 77-01268, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS:  
7510 S. MADISON STREET  
WILLOWBROOK, IL  
TAX IDENTIFICATION NO.: 09-26-403-011



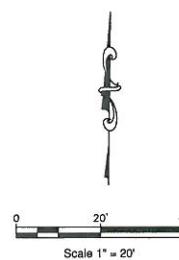
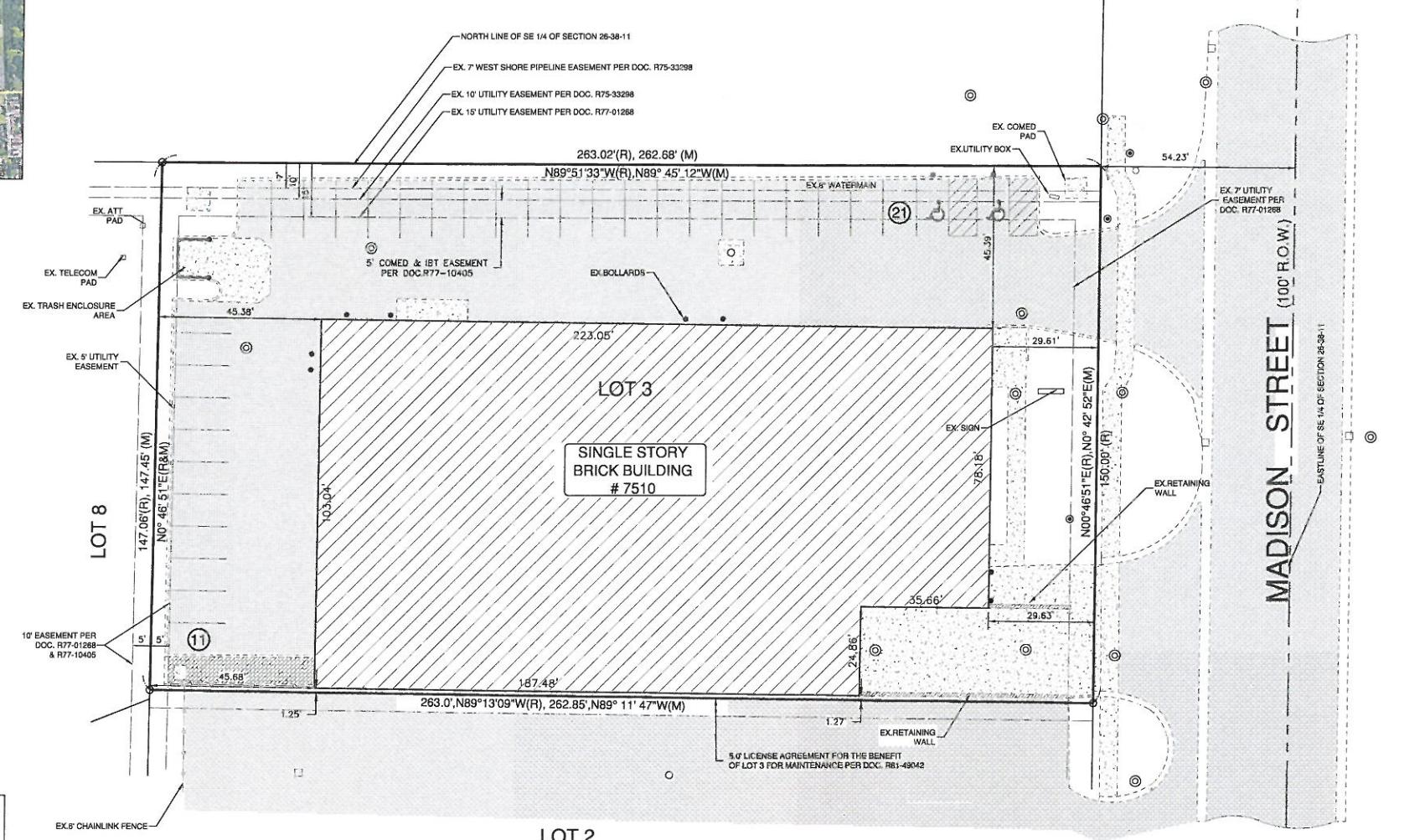
LOCATION MAP

## SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS. REFER TO THE RECORDED PLAT OF SUBDIVISION IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS FOR ANY EASEMENT PROVISIONS AND COVENANTS, IF ANY, WITHIN THE SUBJECT SUBDIVISION, WHICH MAY EFFECT THESE LOTS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING PROVIDED PRIOR SURVEY. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

FIELDWORK COMPLETED ON: 04-23-2019



## LEGEND

(R)	INDICATES RECORD LENGTH
(M)	INDICATES MEASURED LENGTH
■	EXISTING BITUMINOUS PAVEMENT
—	EXISTING CONCRETE SIDEWALK/STOOP
▨	EXISTING BRICK PAVERS
●	EXISTING BOLLARD
○	FOUND IRON PIPE
●○	MANHOLE
○○	EX. CATCH BASIN
○○○	FIRE HYDRANT
○○○○	EX. WATER VALVE
○○○○○	EX. FENCE

STATE OF ILLINOIS  
COUNTY OF KANE

I, Joseph D. Heinz, Illinois Professional Land Surveyor No. 3551, do hereby certify that I have surveyed the above described property and that the plat hereon drawn correctly represents said survey.

Dated at East Dundee, Illinois  
this 29th day of MAY, A.D. 2019



Joseph D. Heinz  
Illinois Professional Land Surveyor No. 3551  
License Expires 11-30-20  
Design Firm Registration No. 184-002048

GERALD L. HEINZ & ASSOCIATES, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS  
206 NORTH RIVER STREET  
EAST DUNDEE, IL 60118  
PHONE: (847) 426-4535  
FAX: (847) 426-4584

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
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PLAT OF SURVEY  
LOT 3  
WILLOWBROOK EXECUTIVE PLAZA RESUBDIVISION

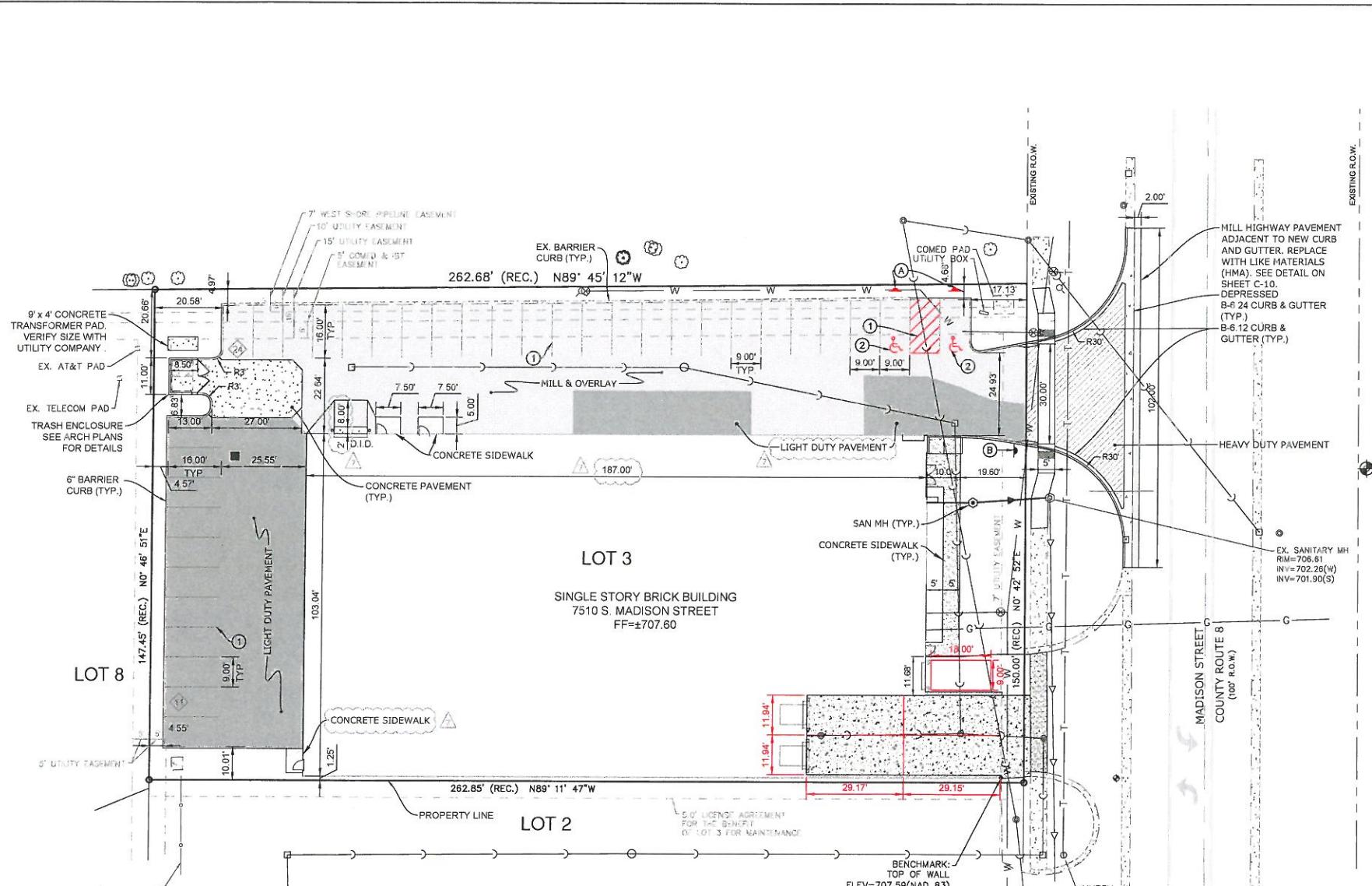
7510 S. MADISON STREET  
WILLOWBROOK, ILLINOIS

DATE: 05/29/2019  
JOB NO.: S-1624  
SCALE: 1" = 20'  
SHEET 1 OF 1

This drawing is copyrighted and is the sole property of GERALD L. HEINZ & ASSOCIATES, INC. Duplication and/or use of this drawing in whole or in part and/or the information contained in it is forbidden without the written consent of GERALD L. HEINZ & ASSOCIATES, INC. Unauthorized use will be prosecuted to the fullest extent of the law.



**Attachment 3**  
Site Plan, dated 04/07/16 (1 Sheet)



NOTE:  
EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS  
PREPARED BY GERALD L. HEINZ & ASSOCIATES ON MARCH 30, 2016.  
CONTRACTOR SHALL FIELD CHECK EXISTING HORIZONTAL AND VERTICAL  
SITE FEATURES AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY  
ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.

## STRIPING/SIGNAGE LEGEND

" YELLOW LINE  
LETTERS AND SYMBOLS PAVEMENT MARKINGS  
R7-8 & R7-8P HANDICAP  
R1-1 STOP SIGN (30" x 30")

## SITE DATA

AREA:	0.897 AC. (39,078.42 SF.)
DING AREA:	=18,547 S.F.
R.:	0.47
E IN DOORS:	2 POSITIONS
K DOORS:	2 POSITIONS
ING:	
REQUIRED:	47 STALLS
PROVIDED:	39 STALLS (INCLUDING 2 ADA)



GRAPHICAL SCALE (FEET)

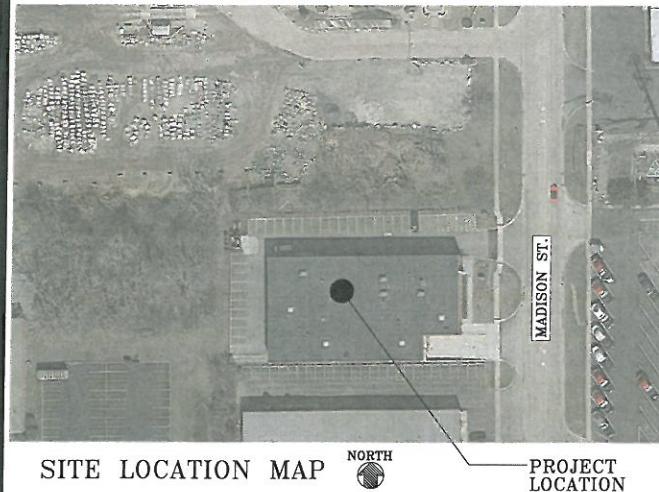


A horizontal line with tick marks. The first tick mark is labeled '0'. The second tick mark is labeled '1" = 20''. The third tick mark is labeled '40'.



**Attachment 4**

Architectural Plans, bearing a revision date of 04/03/19 (4 Sheets)



# INTERIOR ALTERATION FOR MORGAN HARBOUR

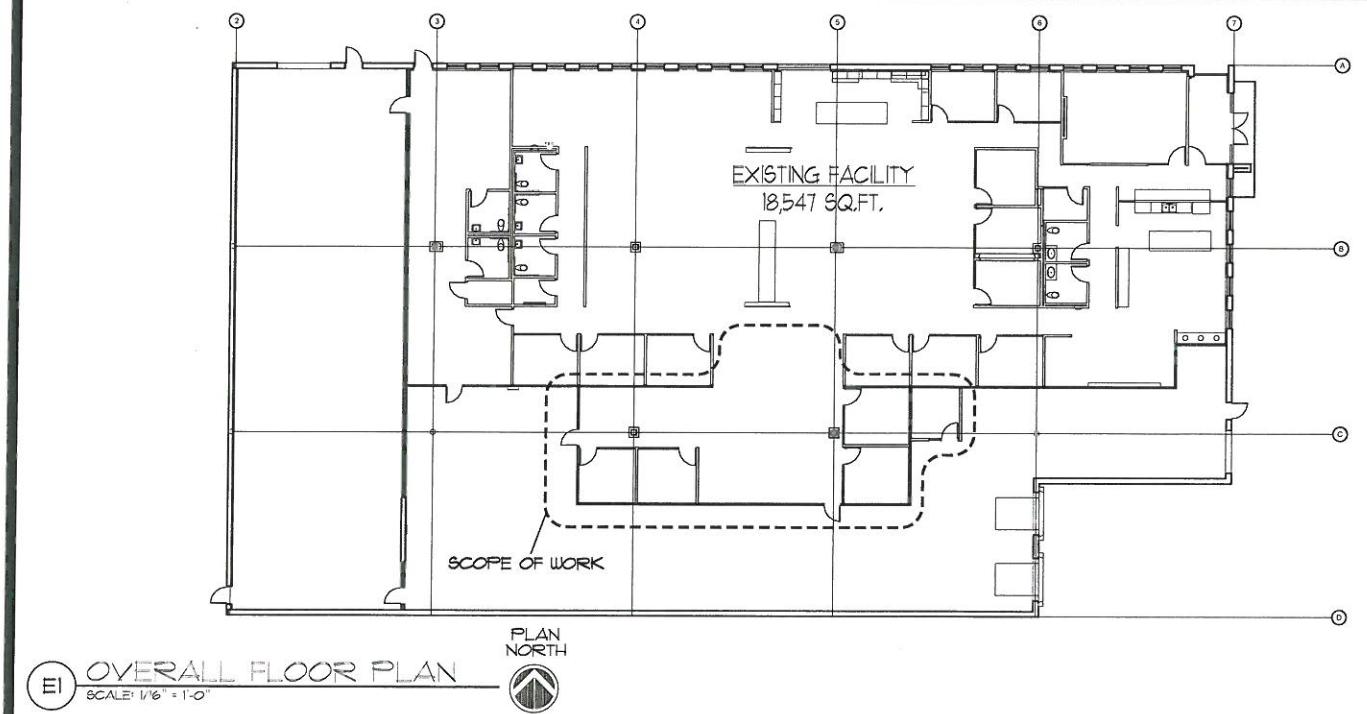
7510 MADISON STREET  
WILLOWBROOK, ILLINOIS

## OWNER

MORGAN HARBOUR CONSTRUCTION, LLC  
7510 MADISON STREET  
WILLOWBROOK, ILLINOIS  
PHONE: 630-734-8800

## ARCHITECT

 Cornerstone  
Architects Ltd.  
CORNERTONE ARCHITECTS, LTD.  
DESIGN FIRM REGISTRATION #184-003165  
1152 SPRING LAKE DRIVE  
ITASCA, ILLINOIS 60143  
PHONE: 630-773-8363



## SHEET SYMBOLS LEGEND

TYPE	SYMBOL & DESIGNATION
ROOM TAG	ROOM NAME 125 NUMBER
GRID LINE TARGET	LETTER OR NUMBER A
SECTION TAG	SECTION/DETAIL # E3 A300 SHEET #
ELEVATION MARK	ELEVATION # E1 A100 SHEET # EXTERIOR OTHER
DOOR TAG	DOOR TAG 125
PARTITION TYPE TAG	PARTITION TYPE E
DETAIL TAG	DETAIL # E3 A102 SHEET #
REVISION TARGET	REVISION # I REVISION CLOUD

## INDEX OF DRAWINGS

### ARCHITECTURAL

CVR COVER SHEET & GENERAL NOTES

D100 DEMO PLAN

A101 FLOOR PLAN, REFLECTED CEILING PLAN

A900 EGRESS PLAN

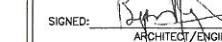
## INDEX OF APPLICABLE CODES

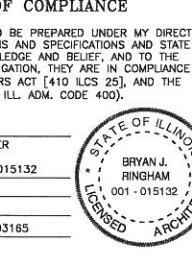
CURRENT CODES ADOPTED BY THE VILLAGE OF WILLOWBROOK  
2009 INTERNATIONAL BUILDING CODE (W/ LOCAL AMENDMENTS)  
2009 INTERNATIONAL FIRE CODE (W/ LOCAL AMENDMENTS)  
2008 NATIONAL ELECTRICAL CODE (W/ LOCAL AMENDMENTS)  
2009 INTERNATIONAL FUEL GAS CODE (W/ LOCAL AMENDMENTS)  
2009 INTERNATIONAL PROPERTY MAINTENANCE CODE (W/ LOCAL AMENDMENTS)  
2009 ILLINOIS PLUMBING CODE (W/ LOCAL AMENDMENTS)  
2015 ILLINOIS ENERGY CONSERVATION CODE  
2009 INTERNATIONAL MECHANICAL CODE (W/ LOCAL AMENDMENTS)  
2018 ILLINOIS ACCESSIBILITY CODE

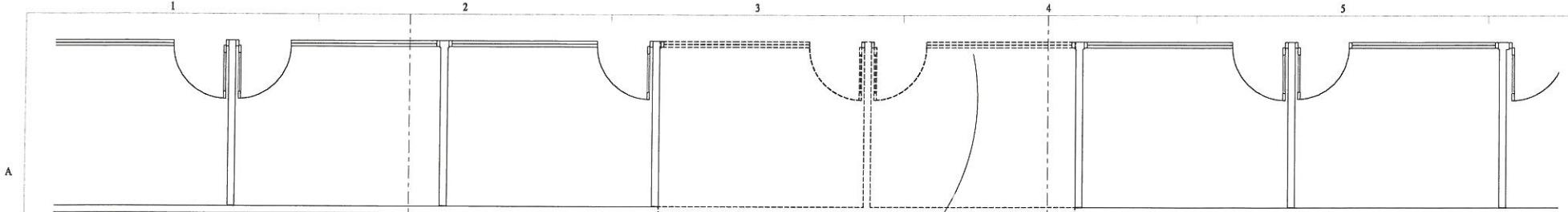
## GENERAL NOTES

- "CORNERTONE" OR "ARCHITECT" AS USED IN THESE DRAWINGS REFERS TO:  
CORNERTONE ARCHITECTS LTD.  
1152 SPRING LAKE DRIVE  
ITASCA, ILLINOIS 60143  
(630) 773-8363
- THE CONTRACT DOCUMENTS FOR THIS PROJECT CONSIST OF DRAWINGS PREPARED BY CORNERTONE ARCHITECTS, LTD.
- ALL WORK SHALL COMPLY WITH THE APPLICABLE BUILDING CODE, THE ELECTRICAL CODE, THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES, AND ALL MUNICIPAL AMENDMENTS.
- PLANS AND SPECIFICATIONS ARE COMPLEMENTARY AND ARE INTENDED TO INCLUDE OR IMPLY ALL THE ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. IF THE ITEM IS NOT MENTIONED IN THE SPECIFICATIONS AND IS NOT SHOWN IN THE DRAWINGS OR SHOWN IN THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, SHALL BE PROVIDED BY THE CONTRACTOR AS IF INCLUDED IN BOTH.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL PARTS OF THE WORK SO THAT NO WORK SHALL BE LEFT IN AN UNFINISHED OR INCOMPLETE CONDITION.
- ALL WORK SHALL CONFORM TO ALL INDUSTRY AND MANUFACTURER'S PUBLISHED STANDARDS AND THE BUILDING OWNER'S REQUIREMENTS FOR QUALITY OF MATERIALS AND WORKMANSHIP, AS WELL AS ALL REQUIREMENTS IN THESE DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO BECOME FAMILIAR AND COMPLY WITH THE BUILDING OWNER'S STANDARD DETAILS OF CONSTRUCTION. ANY CONFLICTING REQUIREMENTS OF THE SOURCES LISTED ABOVE SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO PROCEEDING WITH WORK.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL BASE BUILDING "CONTRACT DOCUMENTS", "SHOP DRAWINGS", "AS BUILT DRAWINGS", AND ANY OTHER INFORMATION OF THE BASE BUILDING IN ORDER TO COORDINATE ALL TENANT WORK WITH THE BASE BUILDING CONDITIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, BONDS, AND FEES. ALL NECESSARY PERMITS, LICENSES, TESTS, CERTIFICATES, ETC. SHALL BE PAID FOR BY THE CONTRACTOR AND REIMBURSED BY THE OWNER.
- NO SUBSTITUTIONS FOR ITEMS SPECIFIED WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE GC. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING THE ARCHITECT WITH ALL SAMPLES AND COMPARATIVE PRODUCT DATA REQUIRED TO EVALUATE PROPOSED SUBSTITUTIONS, IN A TIMELY MANNER SO AS NOT TO PRECLUDE THE USE OF THE PRODUCT ORIGINALLY SPECIFIED OR ANY PROPOSED SUBSTITUTE.
- THE GENERAL CONTRACTOR SHALL PROTECT EXISTING CONDITIONS OR WORK BY OTHER CONTRACTORS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ALL EXISTING CONDITIONS OR WORK BY OTHERS INCURRED WHILE FULFILLING THE OBLIGATIONS OF THIS CONTRACT.
- ALL WORK NOTED "BY OTHERS" OR "TLC," (NOT IN CONTRACT) IS TO BE THE RESPONSIBILITY OF THE OWNER AND IS NOT TO BE PART OF THE CONSTRUCTION AGREEMENT. THE GENERAL CONTRACTOR SHALL COOPERATE WITH THE OWNER AND THE OWNER'S OUTSIDE CONTRACTORS AS REQUIRED.
- AT THE COMPLETION OF THE JOB, PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL PROVIDE ONE COMPLETE SET OF MARKED UP TRANSPARENCIES AND TWO SETS OF PRINTS WITH AS BUILT CONDITIONS NOTED AND TWO BOUND COPIES OF APPLICABLE WARRANTIES, OPERATIONS MANUALS AND/OR MAINTENANCE INSTRUCTIONS.
- THE GENERAL CONTRACTOR SHALL COORDINATE THE REMOVAL AND LEGAL DISPOSAL OF MATERIALS AND RUBBISH FROM THE BUILDING MANAGEMENT.
- THE GENERAL CONTRACTOR SHALL PROTECT AND SECURE THE PROJECT SITE, REQUIRED, IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES AND REGULATIONS.
- CONTRACTOR SHALL TAKE MEASURES TO PREVENT ARBORINE PARTICLES IN ADJACENT SPACES NOT COVERED UNDER THE WORK OF THIS CONTRACT.
- ALL DOORS LEADING TO EMERGENCY EXITS SHALL REQUIRE NO SPECIAL KNOWLEDGE OR KEYS FOR OPERATION.
- ALL WORK SHALL BE OF FIRST CLASS WORKMANSHIP AND GUARANTEED BY THE CONTRACTOR AGAINST DEFECTS AND POOR WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR BLOCKING AND ELECTRICAL CONNECTIONS. PROVIDE ADEQUATE CONCEALED BLOCKING AND BRACING FOR ALL MILWORK HUNG FROM CEILING AND/OR PARTITIONS; FIRE TREATED WOOD OR SHEET METAL IS ACCEPTABLE. ALL WOODWORK, BLOCKING, GROUNDS, ETC. SHALL BE FIRE TREATED IN ACCORDANCE WITH ALL APPLICABLE CODES.
- THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE BEFORE FABRICATING ANY MATERIAL AND PROVIDE DISCREPANCIES TO THE ARCHITECT.
- CONTRACTOR SHALL PROVIDE "CHALK LINE" PARTITION LAYOUT FOR THE ARCHITECT'S OBSERVATION BEFORE INSTALLATION OF PARTITION FRAMING.
- THE GENERAL CONTRACTOR SHALL COORDINATE WITH SUBCONTRACTORS THE STORAGE OF BUILDING MATERIALS ON THE SITE TO AVOID OVERLOADING THE EXISTING FLOOR OR ROOF.
- PATCH AND REPAIR ALL FIREPROOFING, IF ANY, DAMAGED OR REMOVED BY THE CONTRACTOR.
- ALL OPENINGS IN WALLS, DECKS AND SLABS, INCLUDING THOSE FOR DUCTS, CONDUIT, PIPING, ETC. (EXCEPT WHEN COMPLETELY ENCLOSED BY FIRERESISTIVE SHAFT CONSTRUCTION) MUST BE SLEVED OR OTHERWISE SEALED AT THEIR PERIMETER WITH APPROVED METHODS TO MAINTAIN THE FIRE-RATING CONTINUITY OF THE CONSTRUCTION.
- WALL AND/OR CEILING ASSEMBLIES THAT ARE IDENTIFIED WITH A FIRE RESISTANCE RATING SHALL BE CONSTRUCTED PER MANUFACTURER'S SPECIFICATIONS AND THE REQUIREMENTS OF ALL APPLICABLE CURRENT CODES AND GOVERNING BODIES.
- ALL DISSIMILAR METALS SHALL BE ELECTRICALLY ISOLATED FROM EACH OTHER TO AVOID MOLECULAR BREAKDOWN.
- DO NOT SCALE DRAWINGS UNLESS NOTED OTHERWISE; DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS. ALL LOCATIONS ARE FINAL PER ARCHITECT'S DRAWINGS.
- JOINTS OF NEW AND EXISTING OR OTHER WORK SHALL BE RELETED AND PATCHED TO MATCH ADJACENT EXISTING SURFACES. EXISTING WALLS REQUIRING MODIFICATION OF ANY KIND SHALL BE REFINISHED TO THE NEAREST OUTSIDE OR INSIDE CORNER.
- PROVIDE ADEQUATE MOVEMENT AT THE TOPS OF ALL PARTITIONS THAT GO TO THE UNDERSIDE OF DECK OR STRUCTURE. DO NOT FASTEN STUDS OR DRYWALL TO TOP RUNNER UNLESS SPECIFICALLY RECOMMENDED PER A RATED ASSEMBLY'S DESIGN.
- CONTRACTOR SHALL REVIEW ALL APPROVED DRAWINGS AND EQUIPMENT CUTS PRIOR TO SUBMITAL TO ARCHITECT. CONTRACTOR SHALL SUBMIT ALL APPROVED SHOP DRAWINGS AND EQUIPMENT CUTS TO CORNERTONE ARCHITECTS LTD. FOR REVIEW PRIOR TO FABRICATION.
- ALL MATERIAL USED FOR INTERIOR WALL AND CEILING FINISH, AND INTERIOR TRIM SHALL BE "CLASS A" WITH A FLAME SPREAD RATING LESS THAN 25, SMOKE DEVELOPED LESS THAN 200 (ASTM E 84).
- ALL MATERIAL USED FOR FLOORING SHALL BE "CLASS I" WITH A CRITICAL RADIANT FLUX OF 0.45 WATTS PER SQUARE CENTIMETER OR HIGHER (ASTM E 648).
- DEVIATION FROM THE DESIGN OF TESTED RATED ASSEMBLY'S SHALL NOT BE ALLOWED.

## STATEMENT OF COMPLIANCE

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT (410 ILCS 25), AND THE ILLINOIS ACCESSIBILITY CODE (71 ILL. ADM. CODE 400).  
SIGNED:   
ARCHITECT/ENGINEER  
ILLINOIS REGISTRATION NO. 001-015132  
EXPIRATION DATE: 11/30/20  
DATE: 03/01/18  
FIRM REGISTRATION NO.: 184-003165





REMOVE EXISTING DEMISING WALL  
PARTITION, PATCH & REPAIR

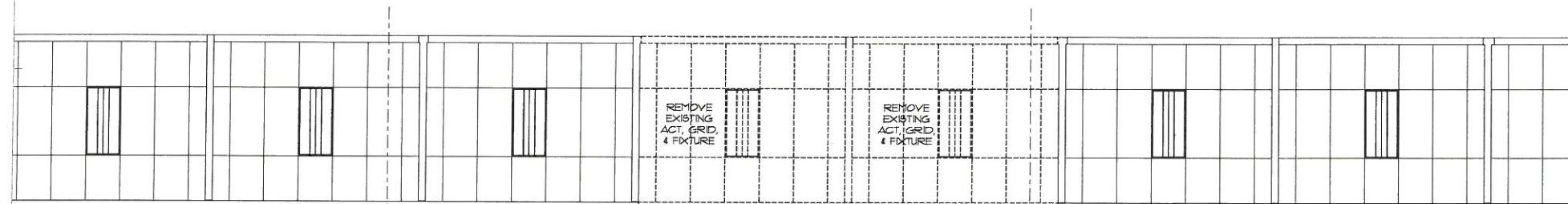
REMOVE EXISTING DOORS & FRAMES,  
PATCH & REPAIR

B

PLAN  
NORTH

**CL** FLOOR PLAN  
SCALE: 1/4" = 1'-0"

C



D

03-01-2019 ISSUED FOR PERMIT

no. date revision description

date : 03-01-2019

drawn : SCV

checked : MJB

MORGAN HARBOUR  
INTERIOR ALTERATION  
7510 MADSON STREET  
WILLOWBROOK, ILLINOIS

DEMOLITION PLAN

E

PLAN  
NORTH

**EL** REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

job no. sheet no.  
19094 0100



1152 SPRING LAKE DRIVE  
ITASCA, ILLINOIS 60143  
PHONE 630.773.8363  
FAX 630.773.8365  
ARCHITECTS ENGINEERS INTERIOR DESIGNERS LAND PLANNERS

GENERAL NOTES:



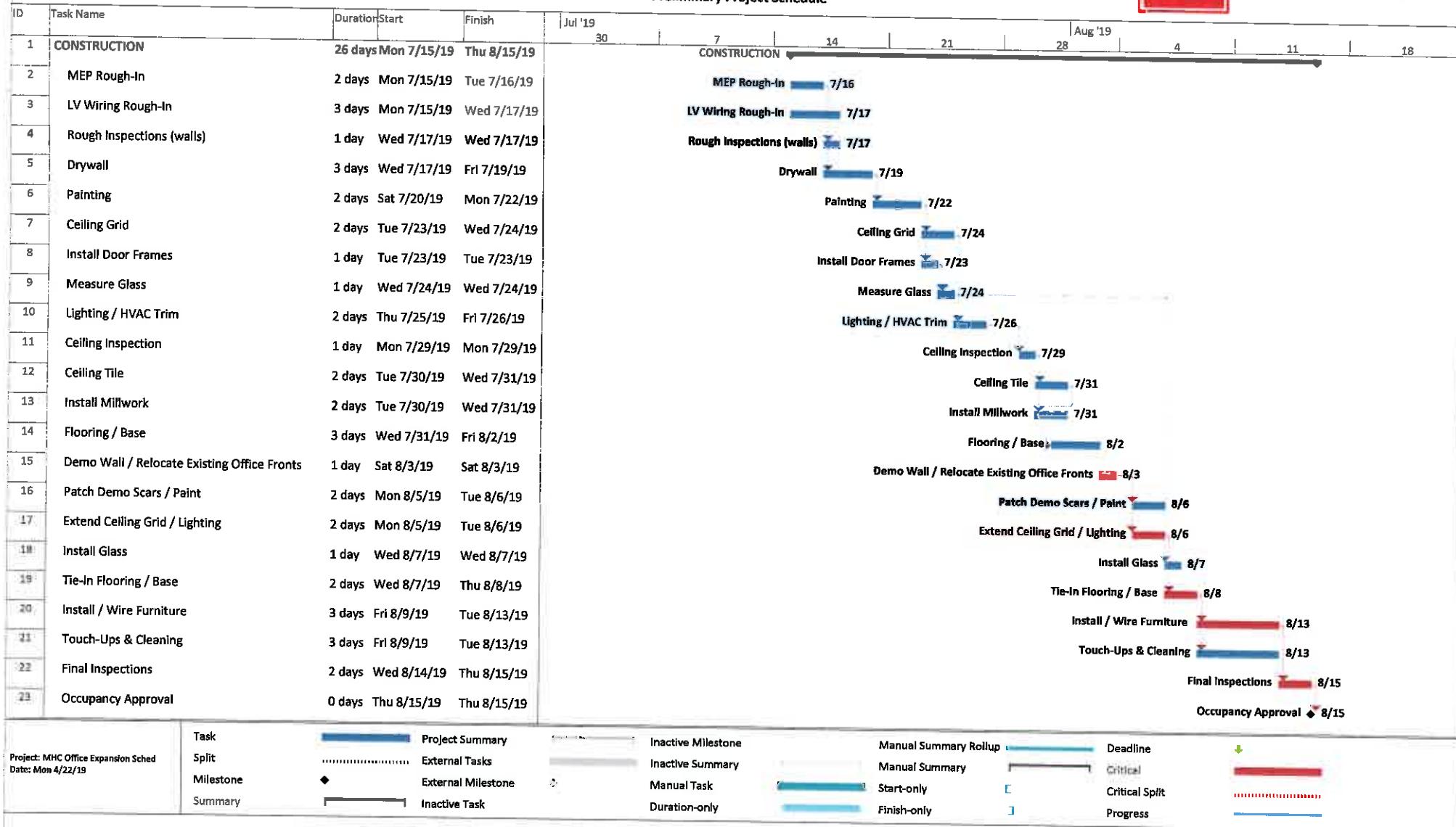


**Attachment 5**  
Construction Schedule, dated 04/22/19 (1 Sheet)

**MHC OFFICE EXPANSION**  
**7510 S. Madison St.**  
**Willowbrook, IL.**  
**Preliminary Project Schedule**



**MORGAN / HARBOUR**  
**CONSTRUCTION**



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> <b>A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN AGREEMENT WITH MITECHS, INC. TO PROVIDE SERVER BACKUP SERVICES TO THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$11,945.00</b>	<b>AGENDA NO. 7.</b> <b>AGENDA DATE: <u>06/24/2019</u></b>
<b>STAFF REVIEW:</b> Carrie Dittman, Director of Finance	<b>SIGNATURE:</b> <u>C. Dittman</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / MSA</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>Brian Pabst</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>	
<p>As part of the annual IT review, the Village's servers and related IT equipment and processes were discussed. Currently, the main servers back up to portable drives nightly and about once a week the backup drives are removed/exchanged by Village staff and taken to an offsite location, however the backups are not routinely tested for viability. The drives require periodic replacement due to hardware failure, and in the event of a total loss of the server room, the Village would have to find a location to restore the data to and would potentially have to reconstruct a week or more's worth of work. The Village discussed disaster recovery with its IT consultants and budgeted to have the backup drives replaced and to move to a cloud-based backup system, which will backup continuously with no manual switching and relocating of hardware required. In the event of a loss of the server room, the Village's data could be accessed through the internet from a computer that has tunneling access to our network. The proposal includes the cost of a mini-server that replaces the four current portable drives and a monthly licensing fee which includes ransomware protection. Monthly service is required for the device to continue backups.</p>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b>	
<p>Staff obtained two proposals for the hardware and licensing, with Mitech being the lower price (\$2,645 server price and \$775.00 monthly, total year 1 cost of \$11,945). The hardware and first six months of licensing fees will be billed upfront at a cost of \$7,295, and then \$775 monthly thereafter. The server has a 5-year warranty, so future licensing costs are estimated to be about \$9,300 annually.</p>	
<p>The Village budgeted \$16,949 for the hardware and licensing fees for FY 19/20, so we are achieving a cost savings of \$5,000.</p>	
<b>ACTION PROPOSED:</b> ADOPT THE RESOLUTION	

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF  
WILLOWBROOK, AN AGREEMENT WITH MITECHS, INC. TO PROVIDE SERVER  
BACKUP SERVICES TO THE VILLAGE OF WILLOWBROOK  
AT A COST NOT TO EXCEED \$11,945.00**

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement by and between MiTechs, Inc. and the Village of Willowbrook to provide server backup services is hereby approved upon the terms and conditions and at a cost not to exceed \$11,945.00 as set forth in the proposal attached as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Administrator is authorized and directed to execute said Agreement on behalf of the Village of Willowbrook and to do all other acts necessary for implementation of the Agreement.

Passed and Approved this 24<sup>th</sup> day of June, 2019:

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Leroy Hansen, Village Clerk

ROLL CALL VOTE:                    AYES: \_\_\_\_\_

    NAYS: \_\_\_\_\_

    ABSTENTIONS: \_\_\_\_\_

    ABSENT: \_\_\_\_\_



# ESTIMATE

BackupRestore19

**MiTechs Inc**  
 360 West Schick Road  
 23172  
 Bloomingdale, IL 60108  
 United States

Phone: 630 446 0204  
 Mobile: 630 842 0204  
 mitechsinc.com

**BILL TO**  
**Village Of Willowbrook**  
 Carrie Dittman  
 835 Midway Drive  
 Willowbrook, Illinois 60527  
 United States

6303238215

**Estimate Number:** 40232  
**P.O./S.O. Number:** DattoS34p  
**Estimate Date:** June 19, 2019  
**Expires On:** June 26, 2019  
**Grand Total (USD):** \$7,295.00

Items	Quantity	Price	Amount
<b>Hardware</b> SIRIS4 - S4P6TB - Infinite Cloud backup, local backups, restore. 5 year warranty	1	\$2,645.00	\$2,645.00
<b>Recurring</b> Infinite Cloud backup Initial 6 Months then monthly.	6	\$775.00	\$4,650.00
		<b>Total:</b>	\$7,295.00
		<b>Grand Total (USD) :</b>	<b>\$7,295.00</b>

**Notes**

By signing this estimate you authorize MiTechs Inc. to purchase equipment listed. after a 50% deposit is received to move forward and balance due upon completion of the project.  
 Thank you!

\*\* Please sign the estimate: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION APPROVING THE PURCHASE OF TWO (2) SERVERS PLUS BATTERY BACKUPS, WIRELESS ACCESS POINTS, ETHERNET SWITCHES AND RELATED COMPUTER EQUIPMENT FROM PCS INTERNATIONAL AND AUTHORIZING THE VILLAGE DIRECTOR OF FINANCE TO EXECUTE PURCHASE ORDERS AT A COST NOT TO EXCEED \$40,275.34	<b>AGENDA NO. 8.</b> <b>AGENDA DATE:</b> <u>06/24/2019</u>
<b>STAFF REVIEW:</b> Carrie Dittman, Director of Finance	<b>SIGNATURE:</b> <u>C. Dittman</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian /msm</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>Brian Pabst</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>	
Each year during the budget process the Village reviews the IT needs for the current and future years. For FY 19/20, it was determined that the Village's Village Hall and Police Dept. servers had reached the end of their useful lives and needed to be replaced. As part of the replacement, battery backups also need to be replaced, along with ethernet switches and wireless internet points. The total capital budget for these, which was approved in the FY 19/20 budget, was \$38,500. The attached proposals prepared by PCS came slightly more, at \$40,275.34, due to the inclusion of an additional switch for the police department that had not been part of the original budget. This does not include installation labor, which is billed through our Tek Pac agreement, or other EDP licensing fees.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b>	
N/A	
<b>ACTION PROPOSED:</b> ADOPT THE RESOLUTION	

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF TWO (2) SERVERS PLUS BATTERY BACKUPS, WIRELESS ACCESS POINTS, ETHERNET SWITCHES AND RELATED COMPUTER EQUIPMENT FROM PCS INTERNATIONAL AND AUTHORIZING THE VILLAGE DIRECTOR OF FINANCE TO EXECUTE PURCHASE ORDERS AT A COST NOT TO EXCEED \$40,275.34**

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the purchase of two (2) servers plus battery backups, wireless access points, ethernet switches and related computer equipment from PCS International at a cost not to exceed \$40,275.34 is hereby approved.

**BE IT FURTHER RESOLVED** that the Director of Finance of the Village of Willowbrook is hereby authorized and directed, on behalf of the Village of Willowbrook, to execute purchase orders for the equipment, attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this \_\_\_\_\_ day of June, 2019.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

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

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

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



**PCS INTERNATIONAL**  
CONSIDER IT DONE!

Exhibit "A"

# **Growing Business Value Through Technology**

**Reclaim your time and grow your business  
by leaving the IT support to us.**

**We have prepared a quote for  
you**

**Village/Police Server Replacements**

**Quote # 002092**

**Version 1**

**Prepared for:**

**Village of Willowbrook**

**Carrie Dittman**

**cdittman@willowbrook.il.us**



**PCS INTERNATIONAL**  
CONSIDER IT DONE!

**Chicagoland**  
1608 W Colonial Parkway  
Inverness, IL 60067  
**Downtown Chicago**  
500 North Dearborn Street, Suite 705  
Chicago, IL 60654

**847-348-3900**  
[www.pcsintl.com](http://www.pcsintl.com)

## **PCS International Introduction**

Thank you for selecting PCS International for your IT service needs!

PCS International is a provider of business solutions specializing in; Consulting, Programming, Network Connectivity, Training, Repairs, and Internet solutions. PCS has been providing quality service and solutions to the Chicagoland area since 1986. PCS is a long time Microsoft certified partner, and has numerous other vendor certifications and affiliations including; Cisco, Dell SonicWALL and more.

PCS International has two offices in Illinois - Inverness and Chicago.

PCS International values the quality and satisfaction of the services they provide and thus lives by the following company motto: "Consider it Done!"

PCS International will focus on providing a solution that will allow for scalability in the future, support for new applications and users, flexible deployment and reconfiguration, reduced costs both from capital and operational perspectives, reliable service and availability, and quality customer service.

For more information about PCS International, check out our website at [www.pcsintl.com](http://www.pcsintl.com)



**Police Dept - Customer Non-Taxable**

Description	Price	Qty	Ext. Price
<b>PCS Shipping and Handling</b> PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)	\$129.00	1	\$129.00
<b>Microsoft Windows Server 2019 Standard - License - 2 Core - Volume - Microsoft Open License - Single Language - PC</b>	\$113.23	8	\$905.84
<b>Microsoft Windows Server 2019 - License - 1 User CAL - Volume - Microsoft Open License - Single Language - PC</b>	\$38.61	10	\$386.10
<b>HPE ProLiant DL360 GEN10</b> HPE PROLIANT DL360 GEN10 CTO CHASSIS	\$1,482.00	1	\$1,482.00
<b>HPE Intel Xeon 4110 Octa-core (8 Core) 2.10 GHz Processor Upgrade - 11 MB Cache - 3 GHz Overclocking Speed - 14 nm - Socket 3647 - 85 W</b>	\$614.22	1	\$614.22
 <b>HPE SmartMemory 16GB DDR4 SDRAM Memory Module - 16 GB (1 x 16 GB) - DDR4-2666/PC4-21300 DDR4 SDRAM - CL19 - 1.20 V - ECC - Registered - 288-pin - DIMM</b>	\$196.00	4	\$784.00
 <b>HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 230 V AC, 380 V DC</b>	\$192.00	2	\$384.00
 <b>HPE 240 GB Solid State Drive - SATA (SATA/600) - 2.5" Drive - Internal - Hot Pluggable</b>	\$286.00	2	\$572.00
 <b>HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm</b> HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm	\$491.00	4	\$1,964.00
 <b>HPE Ethernet 10Gb 2-port 562SFP+ Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber</b>	\$468.00	1	\$468.00
 <b>HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard</b> HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard	\$316.98	1	\$316.98



**PCS INTERNATIONAL**  
CONSIDER IT DONE!

**Chicago**  
1608 W Colonial Parkway  
Inverness, IL 60067  
**Downtown Chicago**  
500 North Dearborn Street, Suite 705  
Chicago, IL 60654

**847-348-3900**  
[www.pcsintl.com](http://www.pcsintl.com)

## Police Dept - Customer Non-Taxable

Description	Price	Qty	Ext. Price
<b>HPE Smart Array P408I-a SR Gen10 Controller - 12Gb/s SAS, Serial ATA/600 - PCI Express 3.0 x8 - Plug-in Module - RAID Supported - 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM RAID Level - 8 SAS Port(s) Internal - Linux, PC - 2 GB Flash Backed Cache</b>  HPE SMART ARRAY P408I-A SR GEN10 (8 INTERNAL LANES/2GB CACHE) 12G SAS MODULAR CO	\$408.00	1	\$408.00
<b>HPE Battery - For RAID Controller - Battery Rechargeable</b> HPE Battery - For RAID Controller - Battery Rechargeable	\$119.00	1	\$119.00
<b>HPE Mounting Rail Kit for Server</b> HPE Mounting Rail Kit for Server	\$66.00	1	\$66.00
<b>HPE Foundation Care - 3 Year Extended Warranty - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts &amp; Labor - Physical, Electronic Service</b>	\$1,487.00	1	\$1,487.00

**Subtotal:** **\$10,086.14**



**PCS INTERNATIONAL**

CONSIDER IT DONE!

**Chicago**  
1608 W Colonial Parkway  
Inverness, IL 60067  
**Downtown Chicago**  
500 North Dearborn Street, Suite 705  
Chicago, IL 60654

**847-348-3900**

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

## **Police Dept - Labor - Servers**

Description	Price	Qty	Ext. Price
All work will be billed hourly from TekPak. Scope of work described below.			
<b>POLICE DEPARTMENT – WBPD-HYPERV19 (PHY) – (64gb RAM, 8 CORES, 3TB) ROLES HypverV</b>			
OS – 800gb, DATA - 2.2tb			
10.0.20.252 <verify>			
Installation and Configuration of Microsoft Server 2019* Server Standard (existing license)			
Install PCS AutomateIT			
Install anti-virus			
<b>WBPD-FS1 (PHY) – (VIRTUALIZE) (8gb RAM, 2 CORES, 1.5TB) ROLES – Print management, File services</b>			
10.0.20.248			
<b>SERVER NAME: WBPD-TS (VM) (MIGRATE AS IS) (16G RAM, 2 cores, 127gb – ROLE – TERMINAL SERVER</b>			
10.0.20.14			
<b>SERVER NAME: WB-DC02 (8G RAM, 2 cores, 200gb, ROLE – Domain Controller)</b>			
10.0.20.241 <verify>			
Installation and Configuration of Microsoft Server 2019 Server Standard (new license)			
Install PCS AutomateIT			
Install anti-virus new license			
Setup as a backup domain controller			
<b>FLAT RATE LABOR DOES NOT INCLUDE (These would be hourly):</b>			
• Connecting, configuring, or working with workstations.			



**PCS INTERNATIONAL**  
CONSIDER IT DONE!

**Chicago**  
1608 W Colonial Parkway  
Inverness, IL 60067  
**Downtown Chicago**  
500 North Dearborn Street, Suite 705  
Chicago, IL 60654

**847-348-3900**  
[www.pcsintl.com](http://www.pcsintl.com)

## **Police Dept - Labor - Servers**

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"><li>• Database development or setup (If needed)</li><li>• Converting and/or migrating existing Applications &amp; Application Data not listed above</li><li>• Converting any printers from local (i.e. connected to a desktop) to network shared</li><li>• Installation of any clustering features</li><li>• Additional work, requested after acceptance of proposal or not documented in proposal (none expected)</li><li>• Overtime or Emergency Rates unless specifically noted</li></ul>			

**Subtotal:** **\$0.00**



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## Village - Customer Non-Taxable

Description	Price	Qty	Ext. Price
<b>PCS Shipping and Handling</b> PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)	\$149.00	1	\$149.00
<b>Microsoft Windows Server 2019 Standard - License - 2 Core - Volume - Microsoft Open License - Single Language - PC</b>	\$113.23	8	\$905.84
<b>Microsoft Windows Server 2019 - License - 1 User CAL - Volume - Microsoft Open License - Single Language - PC</b>	\$38.61	36	\$1,389.96
<b>HPE Proliant DL360 GEN10</b> HPE PROLIANT DL360 GEN10 CTO CHASSIS	\$1,428.00	1	\$1,428.00
<b>HPE Intel Xeon 6130 Hexadeca-core (16 Core) 2.10 GHz Processor Upgrade - 22 MB Cache - 3.70 GHz Overclocking Speed - 14 nm - Socket 3647 - 125 W</b>	\$1,913.00	1	\$1,913.00
 <b>HPE SmartMemory 16GB DDR4 SDRAM Memory Module - 16 GB (1 x 16 GB) - DDR4-2666/PC4-21300 DDR4 SDRAM - CL19 - 1.20 V - ECC - Registered - 288-pin - DIMM</b>	\$196.00	8	\$1,568.00
 <b>HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 230 V AC, 380 V DC</b>	\$192.00	2	\$384.00
 <b>HPE 240 GB Solid State Drive - SATA (SATA/600) - 2.5" Drive - Internal - Hot Pluggable</b>	\$286.00	2	\$572.00
 <b>HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm</b> HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm	\$491.00	6	\$2,946.00
 <b>HPE Ethernet 10Gb 2-port 562SFP+ Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber</b>	\$468.00	1	\$468.00
 <b>HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard</b> HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard	\$316.98	1	\$316.98



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## Village - Customer Non-Taxable

Description	Price	Qty	Ext. Price
<b>HPE Smart Array P408I-a SR Gen10 Controller - 12Gb/s SAS, Serial ATA/600 - PCI Express 3.0 x8 - Plug-In Module - RAID Supported - 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM RAID Level - 8 SAS Port(s) Internal - Linux, PC - 2 GB Flash Backed Cache</b>  HPE SMART ARRAY P408I-A SR GEN10 (8 INTERNAL LANES/2GB CACHE) 12G SAS MODULAR CO	\$408.00	1	\$408.00
<b>HPE Battery - For RAID Controller - Battery Rechargeable</b> HPE Battery - For RAID Controller - Battery Rechargeable	\$119.00	1	\$119.00
<b>HPE Mounting Rail Kit for Server</b> HPE Mounting Rail Kit for Server	\$66.00	1	\$66.00
<b>HPE Foundation Care - 3 Year Extended Warranty - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts &amp; Labor - Physical, Electronic Service</b>	\$1,487.00	1	\$1,487.00

**Subtotal:** **\$14,120.78**



## **Village - Labor - Servers**

Description	Price	Qty	Ext. Price
All work will be billed hourly from TekPak. Scope of work described below.			
<b>SERVER NAME: WB-HYPERV19 (PHY) (128G RAM, 16 cores, 9TB (RAID 1+0)/.96TB (RAID 1+0) 4 1G NICs, 2 10G NICs)</b>			
• Installation and Configuration of Microsoft Server 2019 Server Standard (new license)			
10.0.20.244			
• Deployment of server onsite into rack using new or existing UPS units			
• Install PCS AutomateIT			
• Install and configure HyperV hypervisor			
• Installation and Configuration of PowerChute for UPS monitoring			
• Install anti-virus from existing license			
<b><u>VIRTUAL MACHINES -</u></b>			
<b>SERVER NAME: WB-DB (MIGRATE AS IS) (16G RAM, 4 cores, 600G) ROLE - Database server for BS&amp;A accounting</b>			
• Migrate File services from existing locations			
10.0.20.245			
• Migration of DB, assistance from Vendor (BS&A)			
<b>SERVER NAME: WB-FS1 (UPGRADE OS) (12G RAM, 4 cores, 700G) – Role - Document Management (papervision), Print Management</b>			
• Installation and Configuration of Microsoft Server 2019 Server Standard (new license)			
• Install PCS AutomateIT			
• Install anti-virus from existing license			
• Setup as new File Server			



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## **Village - Labor - Servers**

<b>Description</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
10.0.20.247  Document Management (papervision) – Contact Vendor for the latest version and install assistance <ul style="list-style-type: none"><li>• Setup as new backup domain controller</li><li>• Migrate all files</li></ul>			
<b>SERVER NAME: WB-FS2 (MIGRATE AS IS) (12G RAM, 4 cores, 1.2TB, OS-127gb, Data-1TB) – ROLE – FILE SERVICES/SERVER</b>			
10.0.20.252			
<b>SERVER NAME: WB-TS (MIGRATE AS IS) (16G RAM, 2 cores, 127gb – ROLE – TERMINAL SERVER</b>			
10.0.20.231			
<b>SERVER NAME: NCC (UPGRADE OS) (12G RAM, 4 cores, 350gb, OS-127gb, Data-200gb – ROLE – WATER METER SERVER</b>			
10.0.20.246  Installation and Configuration of Microsoft Server 2019 Server Standard (new license) - OR MOST MODERN THEY WILL ALLOW  Install PCS AutomateIT  Install anti-virus from existing license  Migrate all data files, Water billing system managed by Alclarra. Vendor will assist in installing, migration hexagram/sameold. This is managed by Alclarra, who has VPN access to the LAN.			
<b>SERVER NAME: WB-DC01 (8G RAM, 2 cores, 200gb, ROLE – Domain Controller)</b>			



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## **Village - Labor - Servers**

Description	Price	Qty	Ext. Price
10.0.20.247 <verify>  Installation and Configuration of Microsoft Server 2019 Server Standard (new license)  Install PCS AutomateIT  Install anti-virus new license  Configure/migrate AD related services from WB-HYPERV			

### **FLAT RATE LABOR DOES NOT INCLUDE (These would be hourly):**

- Connecting, configuring, or working with workstations.
- Database development or setup (If needed)
- Converting and/or migrating existing Applications & Application Data not listed above
- Converting any printers from local (i.e. connected to a desktop) to network shared
- Installation of any clustering features
- Additional work, requested after acceptance of proposal or not documented in proposal (none expected)
- Overtime or Emergency Rates unless specifically noted

**Subtotal:** **\$0.00**



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

## Village/Police Server Replacements



**Prepared by:**  
**PCS International**  
**Ron Searle**  
**847-348-3820**  
**Fax 847-963-9106**  
**rks@pcsintl.com**

**Prepared for:**  
**Village of Willowbrook**  
**835 Midway Dr**  
**Willowbrook, IL 60527**  
**Carrie Dittman**  
**(630) 920-2235**  
**cdittman@willowbrook.il.us**

**Quote Information:**  
**Quote #: 002092**  
**Version: 1**  
**Delivery Date:**  
**06/11/2019**  
**Expiration Date:**  
**06/18/2019**

### Summary of One-Time Costs

Description	Amount
<b>Police Dept - Customer Non-Taxable</b>	<b>\$10,086.14</b>
<b>Police Dept - Labor - Servers</b>	<b>\$0.00</b>
<b>Village - Customer Non-Taxable</b>	<b>\$14,120.78</b>
<b>Village - Labor - Servers</b>	<b>\$0.00</b>
	<b>Total: \$24,206.92</b>

**Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.**

### PCS International

**Signature:** Ron Searle  
**Name:** Ron Searle  
**Title:** President  
**Date:** 06/11/2019

### Village of Willowbrook

**Signature:** \_\_\_\_\_  
**Name:** Carrie Dittman  
**Date:** \_\_\_\_\_



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## **PCS International Terms & Conditions**

ACH payments are preferred. All prices quoted are CASH DISCOUNT. Add 3.75% for credit card use (all major credit cards accepted). All invoices will be delivered electronically unless paper invoice is requested (\$10 surcharge for each paper invoice).

Any taxes and shipping/handling will be customer responsibility and all quotes represent an ESTIMATE, ACTUAL will be billed.

Out of State Travel will be billed at cost + 10% using direct business class airfare and 3 star or greater hotels.

### **Any hardware or software is payable:**

- 75% + 100% of the tax + 100% of the shipping on order.
- 25% upon delivery.
- Based on credit application and PCS management approval.

### **Any additional flat rate service purchased is payable:**

- 50% on order.
- 50% upon completion.
- Based on credit application and PCS management approval.

### **Any additional hourly service purchased is payable:**

- Approved credit, TekPak, Credit Card, or COD required for all hourly work.
- Net 15 with approved credit or COD without approved credit.

### **OVERTIME RATES:**

- Overtime rates are 150% of the normal rates, including trip charges. There is a minimum (1) hour charge. Overtime rates apply to all work scheduled to occur before 8 am or after 6 pm (Monday – Friday, except holidays) or any time Sat-Sun.

### **EMERGENCY RATES:**

- Emergency rates are 200% of the normal rates, including trip charges. There is a minimum (2) hour charge. Emergency rates apply to all work scheduled to occur:
  - Any time on a PCS Holiday (7 per year) scheduled or unscheduled.
  - Unscheduled work before 8 am or after 6 pm (Monday – Friday, except holidays) or any unscheduled work Sat-Sun.
  - Unscheduled work with less than (4) hours notice which requires we pull a technician from another customer.
  - You may call 847-348-3900 x333 to initiate emergency work.

### **PASTDUE INVOICES:**

- Any invoices past 30 days: Incur 18% per year (1.5% per month) finance charges.
- Any invoices past 45 days: Will cause all services to halt. All products in our possession will not be delivered.
- Reasonable collection fees (estimated at 33%) will be added to amounts due and sent to a collection firm or attorney. PCS International will retain all hardware, software, licenses, and/or data in its possession as collateral.

### **QUOTE DURATION:**



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## **PCS International Terms & Conditions**

- All hardware/software quotes subject to change within (7) days of presentation unless otherwise shown on proposal.
- All labor quotes subject to change within (30) days of presentation.

### **SCHEDULING:**

- Work cannot be scheduled until we have a signed proposal along with credit application and/or deposits as appropriate.

### **RETURNS:**

- PCS International will act as your advocate in all cases, trying to get you the best possible outcome, however, there are many factors outside our control. Some products cannot be returned or cancelled at all, some items can be returned for a restocking fee and others for the cost of shipping/handling (in both directions). In no cases will a return be accepted after 30 days. DOA equipment will be replaced at no additional cost to you immediately.

### **TRIP CHARGES**

- Trip charges will apply for any on-site dispatch at a rate of \$2.50 per mile, round trip. PCS TekPak subscribers have reduced travel rates.
- A minimum 1 hour labor charge will be billed for any on-site work.



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# **Growing Business Value Through Technology**

**Reclaim your time and grow your business  
by leaving the IT support to us.**

**We have prepared a quote for  
you**

**Village/Police IT Upgrades (excluding Servers)**

**Quote # 002094**

**Version 2**

**Prepared for:**

**Village of Willowbrook**

**Carrie Dittman**

**cdittman@willowbrook.il.us**



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## **PCS International Introduction**

Thank you for selecting PCS International for your IT service needs!

PCS International is a provider of business solutions specializing in; Consulting, Programming, Network Connectivity, Training, Repairs, and Internet solutions. PCS has been providing quality service and solutions to the Chicagoland area since 1986. PCS is a long time Microsoft certified partner, and has numerous other vendor certifications and affiliations including; Cisco, Dell SonicWALL and more.

PCS International has two offices in Illinois - Inverness and Chicago.

PCS International values the quality and satisfaction of the services they provide and thus lives by the following company motto: "Consider it Done!"

PCS International will focus on providing a solution that will allow for scalability in the future, support for new applications and users, flexible deployment and reconfiguration, reduced costs both from capital and operational perspectives, reliable service and availability, and quality customer service.

For more information about PCS International, check out our website at [www.pcsintl.com](http://www.pcsintl.com).



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## Product - Customer Non-Taxable

Description	Price	Qty	Ext. Price
<b>Wireless Upgrades</b>			
<b>Meraki MR33 IEEE 802.11ac 1.30 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - Beamforming Technology - 1 x Network (RJ-45) - Desktop, Ceiling Mountable, Wall Mountable</b> Meraki MR33 IEEE 802.11ac 1.30 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - Beamforming Technology - 1 x Network (RJ-45) - Desktop, Ceiling Mountable, Wall Mountable	\$416.20	3	\$1,248.60
<b>Meraki AC Adapter</b> 30W Pwr Supply			
<b>Meraki MR Enterprise Cloud Controller License, 3 Years - Meraki MR Series Access Point - Subscription License 1 Access Point - 3 Year License Validation Period</b> Meraki MR Enterprise Cloud Controller License, 3 Years - Meraki MR Series Access Point - Subscription License 1 Access Point - 3 Year License Validation Period	\$195.92	3	\$587.76
Replace 1 units in the Village, 2 in the Police Department, 1 in Public works and 1 in Community Resource Center. These will be managed instead of managed, which should improve coverage, handover capability as people move, and simplify management of the wireless network			
Quoting 3 yr support.			
These units require support to be operational.			
These are refurbished units w/ IDENTICAL warranty to brand new and a major price reduction			
Wiring changes if needed, are NOT included.			
<b>PCS Shipping and Handling</b> PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)	\$63.00	1	\$63.00
<b>Battery Upgrades</b>			



## Product - Customer Non-Taxable

Description	Price	Qty	Ext. Price
<b>APC by Schneider Electric Smart-UPS 1500VA UPS - Tower - 3 Hour Recharge - 7 Minute Stand-by - 110 V AC Input - 120 V AC Output - 8 x NEMA 5-15R</b>	\$613.35	1	\$613.35
APC by Schneider Electric Smart-UPS 1500VA UPS - Tower - 3 Hour Recharge - 7 Minute Stand-by - 110 V AC Input - 120 V AC Output - 8 x NEMA 5-15R			
<b>PCS Shipping and Handling</b>	\$41.25	1	\$41.25
PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)			
<b>Rack (Village)</b>			
<b>Tripp Lite 42U Rack Enclosure Server Cabinet w/ Doors &amp; Sides - 19" 42U</b>	\$924.41	1	\$924.41
Tripp Lite Rack Enclosure Cabinet 6ft Horizontal Cable Ring Flexible 6' - Black	\$99.62	1	\$99.62
<b>Tripp Lite 42U Rack Enclosure Server Cabinet Vertical Cable Management Bars - 2 Pack - 42U Rack Height</b>	\$77.73	1	\$77.73
<b>Tripp Lite Rack Enclosure Cabinet Heavy Duty Fixed Shelf 250lb Capacity - Black - Cold-rolled Steel (CRS) - 250 lb Maximum Weight Capacity</b>	\$82.60	2	\$165.20
<b>PCS Shipping and Handling</b>	\$240.00	1	\$240.00
PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)			
<b>Police Switch Upgrades</b>			
<b>Cisco Catalyst 2960X-48TD-L Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Twisted Pair - 1U High - Desktop, Rack-mountable - Lifetime Limited Warranty</b>	\$1,974.50	2	\$3,949.00
2960X 48 GIGE, 2 X 10G SFP+ LAN BASE			



**Product - Customer Non-Taxable**

Description	Price	Qty	Ext. Price
<b>Cisco FlexStack-Plus Hot-Swappable Stacking Module - For Stacking</b> CATALYST2960-X FLEXSTACK PLUS STACKING MODULE OPTIONAL	\$488.75	2	\$977.50
<b>10GBASE-SR SFP+TRANSCEIVER MMF, 850-NM LC DUPLEX (subject to change based on premise wiring)</b> 10GBASE-SR SFP + TRANSCEIVER MODULE FOR MMF, 850-NM WAVELENGTH LC DUPLEX CONNECTOR, CURVATUREBRANDED	\$143.75	4	\$575.00
<b>PCS Shipping and Handling</b> PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)	\$42.00	1	\$42.00
<b>Village Switch Upgrades</b>			
<b>Cisco Catalyst 2960XR-24TD-I Ethernet Switch - 24 Ports - Manageable - 3 Layer Supported - Twisted Pair - PoE Ports - Rack-mountable - Lifetime Limited Warranty</b> CATALYST2960-XR 24 GIGE, 2 X 10G SFP+, IP LITE	\$2,271.50	2	\$4,543.00
<b>Cisco Power Module - 250 W - 110 V AC, 220 V AC</b> Cisco CATALYST250W Config 2 Power Supply for use in units such as the Cisco 2960XR series.	\$248.00	2	\$496.00
<b>10GBASE-SR SFP+TRANSCEIVER MMF, 850-NM LC DUPLEX (subject to change based on premise wiring)</b> 10GBASE-SR SFP + TRANSCEIVER MODULE FOR MMF, 850-NM WAVELENGTH LC DUPLEX CONNECTOR, CURVATUREBRANDED	\$143.75	2	\$287.50
<b>Cisco FlexStack-Plus Hot-Swappable Stacking Module - For Stacking</b> CATALYST2960-X FLEXSTACK PLUS STACKING MODULE OPTIONAL	\$488.75	2	\$977.50
<b>PCS Shipping and Handling</b> PCS Shipping and Handling fees (includes order processing fees from vendors if applicable)	\$73.00	1	\$73.00

**Subtotal:** **\$16,068.42**



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## **PCSINTL - Hourly Rates**

<b>Description</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
<p>Hourly Rate projects are estimates unless otherwise stated. Only Actual time (and travel costs) will be billed. There is a minimum 1 hour charge for on site visits.</p>			
<b>HOURS- NETADMIN</b>  Hourly billing at Network Admin Rates	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
<p>All work will be performed using TekPak</p>			

**Subtotal:** **\$0.00**



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## Village/Police IT Upgrades (excluding Servers)



**Prepared by:**  
**PCS International**  
**Ron Searle**  
**847-348-3820**  
**Fax 847-963-9106**  
**rks@pcsintl.com**

**Prepared for:**  
**Village of Willowbrook**  
**835 Midway Dr**  
**Willowbrook, IL 60527**  
**Carrie Dittman**  
**(630) 920-2235**  
**cdittman@willowbrook.il.us**

**Quote Information:**  
**Quote #: 002094**  
**Version: 2**  
**Delivery Date:**  
**06/18/2019**  
**Expiration Date:**  
**06/18/2019**

### Summary of One-Time Costs

Description	Amount
<b>Product - Customer Non-Taxable</b>	<b>\$16,068.42</b>
<b>PCSINTL - Hourly Rates</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$16,068.42</b>

**Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.**

### PCS International

**Signature:**   
**Name:** Ron Searle  
**Title:** President  
**Date:** 06/18/2019

### Village of Willowbrook

**Signature:** \_\_\_\_\_  
**Name:** Carrie Dittman  
**Date:** \_\_\_\_\_



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Any taxes and shipping/handling will be customer responsibility and all quotes represent an ESTIMATE, ACTUAL will be billed.

Out of State Travel will be billed at cost + 10% using direct business class airfare and 3 star or greater hotels.

**Any hardware or software is payable:**

- 75% + 100% of the tax + 100% of the shipping on order.
- 25% upon delivery.
- Based on credit application and PCS management approval.

**Any additional flat rate service purchased is payable:**

- 50% on order.
- 50% upon completion.
- Based on credit application and PCS management approval.

**Any additional hourly service purchased is payable:**

- Approved credit, TekPak, Credit Card, or COD required for all hourly work.
- Net 15 with approved credit or COD without approved credit.

**OVERTIME RATES:**

- Overtime rates are 150% of the normal rates, including trip charges. There is a minimum (1) hour charge. Overtime rates apply to all work scheduled to occur before 8 am or after 6 pm (Monday – Friday, except holidays) or any time Sat-Sun.

**EMERGENCY RATES:**

- Emergency rates are 200% of the normal rates, including trip charges. There is a minimum (2) hour charge. Emergency rates apply to all work scheduled to occur:
  - Any time on a PCS Holiday (7 per year) scheduled or unscheduled.
  - Unscheduled work before 8 am or after 6 pm (Monday – Friday, except holidays) or any unscheduled work Sat-Sun.
  - Unscheduled work with less than (4) hours notice which requires we pull a technician from another customer.
  - You may call 847-348-3900 x333 to initiate emergency work.

**PAST DUE INVOICES:**

- Any invoices past 30 days: Incur 18% per year (1.5% per month) finance charges.
- Any invoices past 45 days: Will cause all services to halt. All products in our possession will not be delivered.
- Reasonable collection fees (estimated at 33%) will be added to amounts due and sent to a collection firm or attorney. PCS International will retain all hardware, software, licenses, and/or data in its possession as collateral.

**QUOTE DURATION:**



**PCS INTERNATIONAL**

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**Downtown Chicago**

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## **PCS International Terms & Conditions**

- All hardware/software quotes subject to change within (7) days of presentation unless otherwise shown on proposal.
- All labor quotes subject to change within (30) days of presentation.

### **SCHEDULING:**

- Work cannot be scheduled until we have a signed proposal along with credit application and/or deposits as appropriate.

### **RETURNS:**

- PCS International will act as your advocate in all cases, trying to get you the best possible outcome, however, there are many factors outside our control. Some products cannot be returned or cancelled at all, some items can be returned for a restocking fee and others for the cost of shipping/handling (in both directions). In no cases will a return be accepted after 30 days. DOA equipment will be replaced at no additional cost to you immediately.

### **TRIP CHARGES**

- Trip charges will apply for any on-site dispatch at a rate of \$2.50 per mile, round trip. PCS TekPak subscribers have reduced travel rates.
- A minimum 1 hour labor charge will be billed for any on-site work.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> <p>RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, AN AGREEMENT FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES TO THE VILLAGE OF WILLOWBROOK BY ACCESS ONE, INC.</p>	<b>AGENDA NO.</b> 9 <b>AGENDA DATE:</b> <u>06/24/2019</u>
<b>STAFF REVIEW:</b> Carrie Dittman, Director of Finance	<b>SIGNATURE:</b> <u>C. Dittman</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / dsm</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>Brian Pabst</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> 5/13/2019 NO <input type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>	
<p>In November 2018, it was discovered that our current phone contract with Call One had expired. Additionally, prior staff were contacted by Comcast in 2018 about modifying the Village's current internet service. Staff began examining existing Village services and soliciting pricing. The following were among staff's considerations:</p> <ol style="list-style-type: none"><li>1. Speed of existing internet and current difficulties</li><li>2. Future IT requirements (server replacement, cloud-based software, etc.)</li><li>3. Business interruption (redundant internet)</li><li>4. Current and future cost of POTS lines and usage</li><li>5. Cost of implementation</li></ol> <p>Staff had several meetings with the outsourced Information Technology consultant, PCS International, along with Call One (current provider) and Comcast. PCS recommended Data-Tel Communications to assist with soliciting additional proposals and making recommendations for the Village's needs. Data-Tel obtained two additional proposals, one of them being Access One. After discussion with the Finance and Administration Committee, Access One was selected to provide phone and internet services. The internet service will be an upgraded fiber internet to provide faster speed. The Village will also retain, as a backup, its existing Comcast account to have a redundant internet service to avoid business interruption in the event of an outage.</p>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b>	
<p>The attached proposal is based on a three-year agreement to obtain the best pricing, however, the Village has the option to discontinue after 12 months or 24 months. If the Village terminates early, the monthly cost would be higher as noted in the attached.</p>	
<b>ACTION PROPOSED:</b> ADOPT THE RESOLUTION	

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE,  
ON BEHALF OF THE VILLAGE, AN AGREEMENT FOR THE PROVISION OF  
TELECOMMUNICATION SERVICES TO THE VILLAGE OF WILLOWSBROOK BY  
ACCESS ONE, INC.**

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**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is necessary, advisable and in the best interest of the Village to approve an Agreement with Access One, Inc. to provide telecommunication services to the Village of Willowbrook; and

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, County of DuPage, State of Illinois, that the Service Agreement, Addendum to Service Agreement, attached hereto as Exhibit "A", by and between the Village of Willowbrook and Access One, Inc., at those costs set forth in Access One, Inc.'s Request for Service are hereby approved;

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute, on behalf of the Village, the Access One, Inc. Service Agreement, Addendum to Service Agreement, Letter of Agency and Request for Service, and the Village Clerk is directed to attest to said signature of the Mayor.

ADOPTED and APPROVED this 24th day of June, 2019.

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Leroy Hansen, Village Clerk

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

# Service Agreement

820 West Jackson Boulevard, 6<sup>th</sup> Floor Chicago, IL 60607  
Phone: (312) 441-1000 Fax: (312) 441-1010  
Customer Service (800) 804-8333

Customer Account #  
Customer Name: Village of Willowbrook

- 1) **Service Agreement Components.** Customer's service agreement with Access One, Inc. ("Access One" or "Carrier") includes terms and conditions set forth in this Customer Service Agreement ("CSA"), Requests for Service and other service supplements and attachments (collectively, "Order Forms"), Access One Acceptable Use Policy ("AUP"-see : <http://www.accessoneinc.com/terms-of-use>), Access One tariffs, Access One Service Guide ("Service Guide" -see <http://www.accessoneinc.com/content/service-guide>), Access One website ("Website" -see <http://www.accessoneinc.com>) and the Account and Credit Application. CUSTOMER HEREBY ACKNOWLEDGES THAT THE TERMS AND CONDITIONS SET FORTH IN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS GOVERN THE RELATIONSHIP BETWEEN THE CUSTOMER AND ACCESS ONE. BY EXECUTING THIS CSA, ENROLLING IN, USING, OR PAYING FOR ACCESS ONE'S SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS. ACCESS ONE MAY CHANGE THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS UPON PROPER NOTICE TO CUSTOMER AS PROVIDED HEREINAFTER. CUSTOMER'S CONTINUED USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF ACCESS ONE'S TERMS AND CONDITIONS IN EFFECT AT THE TIME OF CUSTOMER'S USE OF SERVICES.
- 2) **Term, Rates and Notice.**
  - a) The service term length for each service shall be stated on the Order Forms ("Initial Term"). The term for each service commences when Carrier notifies Customer that the necessary services (including loop installation, if applicable) to Customer's building have been delivered and are available for use ("Service Commencement Date"). The monthly recurring charges (MRCs) will begin billing on the Service Commencement Date.
  - b) The term shall automatically renew for one renewal term for a length of time equal to the Initial Term unless either party gives written notice of non-renewal. Either Carrier or Customer may exercise their non-renewal election by giving written notice of non-renewal at least ninety (90) days prior to the Term Expiration Date. Additional provisions and information concerning contract renewal are contained in the Service Guide.
  - c) All rates for services shall be provided at Carrier's rate plan as specified in the Order Forms or Carrier's tariffs, or if not specified, then as stated at [www.accessoneinc.com/localpricingplan](http://www.accessoneinc.com/localpricingplan). Carrier reserves the right to increase the price of a service upon proper notice to Customer as set forth in the Service Guide.
  - d) When Notice by Carrier is required, Carrier will provide Notice by one of the following methods, and Carrier shall solely determine at the time of the Notice which of the methods described herein is appropriate: (1) By bill insert or bill page message; or (2) By letter or postcard via U.S. Postal Service to Customer billing address; or (3) Via a call to the telephone number provided by Customer on the Account and Credit Application form; or (4) Via an email to the email address provided by Customer on the Account and Credit Application form.
- 3) **Payment and Billing.** Invoices will be payable by the Due Date which is the 25th day of the month in which the invoice was issued. For example, the August 1st invoice would have a Due Date of August 25th, and the Company may impose a finance charge on any unpaid amount commencing after the Due Date in an amount equal to the lesser of the maximum lawful rate of interest or one and one-half percent (1 1/2%) per month. Additional provisions and information concerning payment and billing are contained in the Service Guide.
- 4) **Cancellation/Default.** Customer must send written notice to Carrier requesting cancellation of services. Carrier will process the disconnection order in a timely manner; however, disconnection of services is not immediate. The Service Guide contains additional provisions and information concerning the cancellation of services and the billing end dates. There are certain Customer actions, omissions or occurrences that would constitute a default of this CSA, including but not limited to Customer's failure to pay Carrier for services by the Due Date, Customer's termination of the contracted services prior to the Term Expiration Date, or other actions more completely described in the Service Guide. Customer's failure to cure a default after notice from Carrier will cause Carrier to seek remedies that could include (but are not limited to): discontinuance of services and imposition of Early Termination Fees. The Service Guide contains additional provisions and information concerning Carrier's remedies upon default including discontinuance of services and Early Termination Fees.
- 5) **Liability.** Except for Carrier's negligence or willful misconduct, Carrier will have no liability for any damages suffered by Customer or any other third party. Neither Carrier nor Customer shall be liable for indirect, incidental, special, or consequential damages (including lost revenues or lost profits) as a result of the services provided by Carrier or the use of those services by Customer. Further discussion and explanation of the Parties' responsibilities and liabilities are contained in the Service Guide. **Fraudulent use.** Customer remains liable to Carrier for all charges incurred as a consequence of the unauthorized or fraudulent use resulting from the operation of Customer-provided equipment, systems, facilities or services which are interconnected to Carrier's services. It is the responsibility of Customer to secure all Customer-provided equipment. Further explanation of unauthorized and fraudulent use can be found in the Service Guide and at <https://www.accessoneinc.com/sites/default/files/Fraud%20Prevention-Disclosure.pdf>.
- 6) **General Provisions.**
  - a) This CSA is not valid or effective until executed by an authorized representative from Carrier and from Customer.
  - b) This signed CSA, the Order Forms, service supplements and attachments, and any other executed documents transmitted to Carrier by fax machine or scanned/e-mail shall be treated in all respects as original documents with the same binding legal effect as an original document.
  - c) Customer Proprietary Network Information (CPNI) shall be governed by FCC's business account exception. See <https://www.accessoneinc.com/sites/default/files/CPNI-Disclosure.pdf>.
  - d) This CSA shall be governed by, and construed under the laws of the State of Illinois, and venue shall be in DuPage County, Illinois.
  - e) Customer agrees to pay all charges associated with the services, including taxes and those certain fees and surcharges described in the Service Guide.
  - f) Carrier's obligation to provide the services is contingent upon credit approval of the Customer and Carrier's ability to provision the services.
  - g) In the event of a conflict between the terms and conditions of this CSA and the Service Agreement Components, the following order of priority (descending) will be applied to determine which terms and conditions control: this CSA, Order Forms, Service Guide, tariff, Website; and then the AUP.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CSA AND THE SERVICE AGREEMENT COMPONENTS. THE PARTIES EXECUTED THIS DOCUMENT ON THE LAST DAY OF EXECUTION BELOW.

**DISCLOSURE TO CUSTOMER  
IMPORTANT INFORMATION REGARDING  
SERVICES UTILIZING VOICE OVER INTERNET PROTOCOL  
EMERGENCY SERVICES - 911 DIALING**

**Non-Availability of Traditional 911 or E911 Dialing Service**

Access One provides many technology and telecommunications solutions for its business customers. Among these solutions, Access One provides Voice Over Internet Protocol services ("VoIP Services"). These VoIP Services include those certain VoIP based or SIP based services. Customer agrees not to use the VoIP Services for auto-dialing or otherwise cause excessive usage inconsistent with standard commercial calling patterns. Further information on VoIP Services can be found at the Access One Service Guide at <http://www.accessoneinc.com/content/service-guide>.

As compared to the E911 access capability available with traditional telephone service, there are differences in the E911 access capability available with VoIP Services. The FCC has mandated that VoIP Service providers (like Access One) must: (a) inform its customers of these differences and how that may affect users' ability to access E911 services; and (b) retain a record on file verifying that the customer received and understood this Disclosure. Access One respectfully requests your assistance in meeting this FCC compliance requirement by executing this Disclosure. If you have any questions or concerns about the information contained in this Disclosure, please contact the Access One Customer Service representatives at (800) 804-8333.

- 1) **VOIP SERVICES MAY NOT OPERATE DURING CERTAIN SITUATIONS.**
  - a. **Commercial power outages** could result in the loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services. You are encouraged to implement a battery backup system for VoIP Services. Access One does not provide backup battery power with its VoIP Services.
  - b. **Disruption in your broadband connection** could result in the loss of voice and data service, including access to E911 services. Once your broadband connection is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
  - c. **Suspension of your services** could result in the loss of voice and data service, including access to E911 services. Once your services are restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
  - d. **Network congestion or other network problems** could result in your calls being dropped or delayed, including calls to E911 services. Your E911 calls may take longer to connect than E911 calls made using traditional telephone service.
- 2) **VOIP SERVICES E911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.**
  - a. **Nomadic usage.** If you wish to move your device to an alternate physical address (even if the move is temporary or short term), please contact the Access One Customer Service representatives at (800) 804-8333 and provide the alternate physical address information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
  - b. **Change of address.** If you wish to move your premise device to a new service address or if you notice that the service address information identified in your contract or bill is inaccurate, please contact the Access One Customer Service representatives at (800) 804-8333 and provide the updated or corrected information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
  - c. **Disabled device.** If your device is damaged or disabled, you should contact your equipment vendor. A damaged device could impair your ability to use VoIP Services to contact E911 services, and this could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
  - d. **Non-Recognition of phone number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E911 access may be limited.
- 3) **ALTERNATE MEANS OF CONTACTING E911 SERVICES.** Access One recommends that you maintain an alternate means of contacting E911 services and you must inform your VoIP Services users of these alternate means. Customers that acquire VoIP Services from Access One will receive a set of stickers explaining when E911 service may not be available. Please place the stickers on or near the equipment you use to access your VoIP Services to alert users to use alternate means of contacting E911 in the event of an emergency. If you need additional stickers, please contact our Customer Service representatives at (800) 804-8333.

**ACKNOWLEDGMENT AND SIGNATURE.** The undersigned affirmatively acknowledges the following with regards to this Disclosure: (1) Access One delivered this Disclosure to me; (2) I have read this Disclosure, and I understand its terms and provisions, including the provisions informing me that under certain situations, I may not be able to contact emergency services by dialing 9-1-1 using VoIP Services; and (3) I am obligated to inform my own employees, agents, and any other end users of devices that (a) there are differences in the E911 access capability available with VoIP Services as described in this Disclosure, and (b) they may not be able to contact emergency services by dialing 9-1-1 using VoIP Services.

ACCESS ONE, INC.:

Village of Willowbrook

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Print Name and Title of  
Authorized Representative

---

Print Name and Title of  
Authorized Representative

---

Signature

---

Date

---

Signature

---

Date

\*Customer signature constitutes an acceptance of the Customer Service Agreement and an acknowledgement of the VoIP E-911 Disclosure.



## **ADDENDUM TO SERVICE AGREEMENT**

### **Reduced ETFs Per Re-Rate Formula**

THIS ADDENDUM concerns the following client: **Village of Willowbrook** ("Client"). ACCESS ONE, INC. ("Access One") and Client agree to modify the terms of that certain Customer Service Agreement ("CSA") previously executed by the Parties.

#### **Background.**

- 1) The Parties confirm a 36-month service term agreement for Access One to provide telecommunications and technology services to Client, including a DIA circuit, Plus Voice services and POTS services.
- 2) Customer has expressed its concern regarding the ability of Client to cancel the Services without incurring the full early termination fees ("ETFs").
- 3) Attached to this Addendum as Exhibit A is a schedule of rates for the DIA circuit.

NOW THEREFORE, in consideration of the foregoing recitals and for other good consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

#### **Agreement.**

- 4) **Early Termination for the DIA circuit.** In the event that Client terminates the DIA circuit prior to the expiration of the service term, Client shall pay the previously waived non-recurring installation charges, plus:
  - a. during the initial 12 calendar months after the Service Commencement Date, Client's ETFs shall be as set forth in the CSA.
  - b. after completion of the 12th calendar month but before completion of the 24th calendar month after the Service Commencement Date, Client's ETFs shall be the difference between the monthly recurring charge ("MRC") for a 36-month term agreement and the MRC for a 12-month term agreement for the services (as per Exhibit A), multiplied by the number of months completed after the Service Commencement Date.
  - c. after completion of the 24th calendar month after the Service Commencement Date, Client's ETFs shall be the difference between the MRC for a 36-month term agreement and the MRC for a 24-month term agreement for the services (as per Exhibit A), multiplied by the number of months completed after the Service Commencement Date.
- 5) **Early Termination for the POTS services.** In the event that Client terminates the POTS services prior to the expiration of the service term, Client shall pay the previously waived non-recurring installation charges.
- 6) Client's eligibility for these reduced ETFs is conditioned on:
  - (i) 60 days written notice to Access One that Client intends to terminate, and
  - (ii) Client's account must be paid current as of the date of the notice.
- 7) This Addendum is not valid or effective until executed by the parties' authorized representatives.
- 8) Any conflict between this Addendum and the CSA will be controlled by the provisions of this Addendum. The Parties have executed this Addendum on the date written below.

ACCESS ONE, INC.:

By: Darren Burgener, its VP of Finance

CLIENT:

By: \_\_\_\_\_  
Print Name and Title of  
Authorized Representative

Signature

date

Signature

date

## **EXHIBIT A**

### **Village of Willowbrook**

<u>Services</u>	<u>Location</u>	<u>Term length</u>	<u>Monthly Recurring Charge</u>
20M DIA	835 Midway Drive Willowbrook, Illinois	12 months	\$2,250.00
20M DIA	835 Midway Drive Willowbrook, Illinois	24 months	\$1,080.00
20M DIA	835 Midway Drive Willowbrook, Illinois	36 months	\$ 780.00



**access one**

**ADDENDUM TO SERVICE AGREEMENT**  
**PROMPT PAYMENT ACT**

THIS ADDENDUM concerns the following customer: Village of Willowbrook ("Customer"). ACCESS ONE, INC. ("Access One") and Customer agree to modify the terms of that certain Customer Service Agreement ("CSA") executed on even date hereof.

**Background.**

- 1) Customer is a municipality that is subject to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq - the "Prompt Payment Act"), and pursuant to the Prompt Payment Act, Customer must "...approve or disapprove a bill from a vendor...within 30 days after the receipt of such bill..." and if that bill is approved, then payment shall be made "...within 30 days after the date of approval."
- 2) To avoid counting the number of days for review/approval or for payment thereafter, the Parties agree to extend Customer's payment due date to a date certain each month that will accommodate the provisions of the Prompt Payment Act.

NOW THEREFORE, in consideration of the foregoing recitals and for other good consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**Agreement.**

- 3) Billing and Payment Terms. The CSA shall be amended to reflect Customer's extended payment due date as follows: Customer's extended payment due date shall be the last day of the month following the billing date. For example, the invoice dated July 1st shall have an extended payment due date of August 31st. If the payment due date appearing on a monthly invoice conflicts with the extended payment due date set forth in this paragraph, then that conflict will be controlled by the provisions of this paragraph.
- 4) This Addendum is not valid until executed by the Parties' authorized representatives.
- 5) Any conflict between this Addendum and the CSA will be controlled by the provisions of this Addendum. The Parties have executed this Addendum on the date written below.

ACCESS ONE, INC.:

By: Darren Burgener, its VP of Finance

CUSTOMER:

By: \_\_\_\_\_

Print Name and Title of  
Authorized Representative

Signature

date

Signature

date

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> <p>RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN AGREEMENT WITH HR SIMPLIFIED, INC. TO PROVIDE THIRD-PARTY ADMINISTRATOR SERVICES TO THE VILLAGE OF WILLOWBROOK RELATED TO VILLAGE SPONSORED BENEFIT PLANS</p>	<b>AGENDA NO.</b> <b>10</b> <b>AGENDA DATE:</b> <u>06/24/2019</u>
<b>STAFF REVIEW:</b> Carrie Dittman, Director of Finance	<b>SIGNATURE:</b> <u>C. Dittman</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / usm</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>Brian Pabst</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>	
<p>The Village has utilized the services of HR Simplified since before 2002 to provide required COBRA notifications to employees leaving employment with the Village related to the Village's health and dental insurance plans, as the Village does not have full-time human resource staff. However, HR Simplified has never executed an official contract with the Village, which they are now requiring. The administrative fees outlined in the contract are consistent with the current rates being charged by HR Simplified: a 2% administrative fee on top of the premium is charged to the participant and retained by HR Simplified.</p>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b>	
N/A	
<b>ACTION PROPOSED:</b> ADOPT THE RESOLUTION	

**RESOLUTION NO. 19-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF  
WILLOWBROOK, AN AGREEMENT WITH HR SIMPLIFIED, INC. TO PROVIDE  
THIRD-PARTY ADMINISTRATOR SERVICES TO THE VILLAGE OF  
WILLOWBROOK RELATED TO VILLAGE SPONSORED BENEFIT PLANS**

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement by and between HR Simplified, Inc. and the Village of Willowbrook to provide third-party administrator services is hereby approved upon the terms, costs and conditions set forth in the Master Administrator Agreement and Business Association Agreement. A copy of said Master Administrator Agreement and Business Association Agreement are attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Administrator is authorized and directed to execute said Agreement on behalf of the Village of Willowbrook and to do all other acts necessary for implementation of the Agreements.

Passed and Approved this 24<sup>th</sup> day of June, 2019:

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Leroy Hansen, Village Clerk

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

**EXHIBIT "A"**

**MASTER ADMINISTRATION AGREEMENT  
BUSINESS ASSOCIATION AGREEMENT**

## **MASTER ADMINISTRATION AGREEMENT**

THIS AGREEMENT, made on this 12th day of June, 2019, by and between HR Simplified, Inc., a Minnesota corporation ("TPA") and IPBC Village of Willowbrook, an Illinois ("Employer" and "Plan Administrator").

WHEREAS, Employer has established and maintains certain benefit plans and programs (the "Plans") some or all of which are "welfare benefit plans" within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") and some or all of which must comply with the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, Employer and Plan Administrator desire that TPA furnish certain services described in this Master Administration Agreement (the "Agreement") and its Addenda in the operation and administration of the Plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the exhibits and Addenda, if any, attached hereto, Employer, Plan Administrator, and TPA hereby agree as follows:

### **I. Definitions**

The following definitions shall apply to this Agreement and its Addenda, unless a term is defined differently in an addendum:

A. Addenda – means the Addenda to this Agreement entered into by Employer and/or Plan Administrator and TPA related to the particular Administrative Services to be provided by TPA in addition to the Administrative Services required hereunder. This Agreement includes the following Addenda:

- Individual Policy Model Billing
- Cafeteria Plan Services Agreement Addendum
- COBRA Coverage Services Agreement Addendum
- Transportation Plan Services Agreement Addendum
- Retiree Billing Services Agreement Addendum
- HSA Administration Services Agreement Addendum
- HRA Services Agreement Addendum

B. Administrative Services - means those services relating to the establishment, maintenance, and administration of the Plans to be performed by TPA as set forth in this Agreement and the exhibits and Addenda hereto.

C. Agreement - means this Master Administration Agreement and any exhibits and Addenda attached hereto and any outside agreements specifically incorporated by reference.

D. Code - means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.

E. COBRA - means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.

F. Covered Individual – means a person properly covered under or participating in the Plan to which TPA is providing services, including a Participant and the spouse and dependents of the Participant covered pursuant to the terms of the Plans.

G. Effective Date - means the date upon which this Agreement, once fully executed by all parties, is first effective, July 01, 2019.

H. Employer – means IPBC Village of Willowbrook.

I. ERISA - means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.

J. Fiduciary – means Plan Administrator, Employer as the Named Fiduciary in the Plans, and any other person who satisfies the definition of “fiduciary” under ERISA.

K. HIPAA - means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.

L. Named Fiduciary – is a term described in Section 402(a)(1) of ERISA that is applicable to the Plans subject to ERISA and means Employer.

M. Participant – means an eligible employee or former employee of Employer participating in the Plan to which TPA is providing services in accordance with the terms thereof and an employee or former employee of Employer participating in such Plan pursuant to COBRA.

N. Plan or Plans - means the following programs or arrangements of benefits established and maintained by Employer with respect to which TPA provides services under this Agreement or its Addenda: Health Benefits for Employees of the Village of Willowbrook. If the HSA Administration Services Agreement Addendum is included, “Plan” also includes the health savings accounts to which Employer makes contributions on behalf of its employees.

O. Plan Administrator – means Employer.

P. Summary Plan Description ("SPD") - means the written document intended to satisfy Section 104(b)(1) of ERISA.

Q. Third Party Administrator or TPA – means HR Simplified, Inc. (including all of its authorized representatives), an independent contractor designated to perform certain administrative services pursuant to this Agreement with respect to the Plans.

## **II. Plan Establishment & Maintenance**

A. Generally. Employer shall establish the Plans. Plan Administrator shall be responsible for the operation and administration of Plans. In accordance with this Agreement, TPA shall provide Administrative Services to Employer and Plan Administrator in connection with the establishment, operation, and administration of the Plans.

B. Plan Documentation. Employer and Plan Administrator shall have ultimate responsibility for all aspects of the Plan documentation, including, but not limited to, written Plan documents, SPDs, Plan amendments, and SPD updates. TPA may provide Employer with services related to the initial preparation, periodic revision, and printing of the Plan documents, SPD and related documentation. Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery

by TPA, unless such deadline is extended by mutual agreement of all parties. Employer's and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall constitute approval. Unless Employer, Plan Administrator and TPA mutually agree otherwise, Plan Administrator shall deliver to all Covered Individuals all appropriate and necessary documents and materials, including, but not limited to, the Plan documents, Plan amendments, SPDs, enrollment forms, application forms, and notices, as may be necessary for the operation of the Plans or to satisfy the requirements of state or federal laws and regulations.

C. Plan Amendment & Termination. The Plans may be amended or terminated in accordance with the Plan provisions. If Employer amends a Plan, Employer agrees to notify TPA (1) before the later of the effective date of the amendment or the date of adoption of the amendment, or (2) as soon as administratively feasible. TPA is responsible for providing services related to the amendment only upon its consent, which shall be evidenced by an amendment to this Agreement. Such consent shall not be unreasonably withheld, but may be conditioned upon Employer's agreement to pay increased administrative fees.

### **III. TPA Responsibilities**

A. Capacity of TPA. In fulfilling its duties and obligations under this Agreement, TPA shall act as the administrative agent of the Plans. TPA does not intend to be a "named fiduciary," "plan sponsor," or "Plan Administrator" (as such terms are defined under ERISA, other applicable law, or the Plans) of the Plan or to assume any of the administrative duties or responsibilities commensurate with such designations. Employer shall not hold out TPA to third parties (including Covered Individuals) that TPA serves in any of the foregoing capacities. In addition, TPA shall not be required to participate in or act in a manner that aids or assists a breach of a Fiduciary's duty (as defined under ERISA).

B. Limited Responsibilities. TPA agrees to provide only the Administrative Services specifically described in this Agreement. Any responsibility with respect to establishment, maintenance, and administration of any welfare benefit plan sponsored by Employer not specifically delegated to TPA herein shall remain the responsibility of Employer and/or Plan Administrator.

C. Account Servicing and Employee Communication. TPA shall provide account management services. TPA shall provide general administrative services to assist Covered Individuals with general information about the Plans and answer routine questions from persons concerning coverage status, claims status, complaint administration, and other inquiries related to the Plans. TPA shall provide each Participant with appropriate forms and instructions related to TPA's services hereunder.

D. Employee Meetings. Upon request, TPA will conduct employee meetings with respect to the Administrative Services.

E. Assistance in Reporting and Compliance. Except as otherwise provided herein, TPA shall, based on information it may possess, use its best efforts to assist Employer or Plan Administrator in the preparation of any tax return, report or other document required by any local, State or Federal government or agency thereof with respect to the Plan, including, but not limited to, Forms 5500. However, the ultimate responsibility for the preparation and the filing of any such document shall be that of that Employer or Plan Administrator.

F. Compliance with Applicable Law. TPA shall comply with all federal and state laws and regulations applicable to TPA's responsibilities under this Agreement.

G. Prior Administration. If a Plan existed prior to the Effective Date, TPA shall have no responsibility to audit or review the prior administration for compliance with the Plan and applicable law. If, in the

course of providing Administrative Services to the Plan, TPA discovers an error that occurred prior to the Effective Date, TPA will promptly notify Employer and Plan Administrator of such error. Employer and Plan Administrator shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Upon request, TPA may assist Employer and Plan Administrator with correcting such error, provided that Employer and Plan Administrator agree to pay any additional fees requested by TPA. Notwithstanding anything herein to the contrary, TPA shall have no liability for the failure to discover errors in administration of the Plan occurring prior to the Effective Date.

H. Additional Duties. TPA shall perform all additional duties as required by and specified in the Addenda.

#### **IV. Duties of Employer and Plan Administrator**

A. Eligibility Determination & Information. Employer shall make determinations regarding an employee's eligibility to participate in the Plans (including the eligibility of the owners of Employer), provide eligible employees with necessary enrollment materials and information regarding the Plans, enroll eligible employees into the Plans, and respond to all inquiries from employees regarding eligibility for, enrollment in, and the terms and conditions of the Plans.

B. FMLA Determinations. Employer shall make determinations regarding FMLA, including, but not limited to, whether FMLA applies. TPA shall not make determinations regarding FMLA. Furthermore, TPA shall be entitled to rely upon the information provided by Employer and is under no obligation to independently verify such information.

C. Continuation Law Compliance. Unless Employer, Plan Administrator, and TPA have entered a COBRA Coverage Services Agreement Addendum, Employer shall comply with the applicable provisions of COBRA and state continuation laws, including, but not limited to, providing qualified beneficiaries covered by the Plans with initial COBRA notices, notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning COBRA elections.

D. QMCsO Compliance. Plan Administrator shall be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCsO"), including, but not limited to, establishing QMCsO procedures and determining whether a medical child support order is "qualified." Plan Administrator shall provide notice to TPA of any Covered Individuals covered under the Plan by virtue of a QMCsO and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCsO. TPA shall be entitled to rely upon the information provided by Plan Administrator pertaining to QMCsOs.

E. Payment of Administrative Services Fees. In consideration of TPA's performance of the services described in this Agreement, Employer and/or Plan Administrator shall pay TPA's administrative fees as described in Exhibit A. All such fees are due and payable by the 25<sup>th</sup> of each month. Any failure to remit any such fees within thirty (30) days of their due date may, at TPA's option, result in TPA's (1) suspension of performance of its services under this Agreement until such time as such fees are paid, or (2) termination of this Agreement.

F. Employee Meetings. Employer shall establish meeting times conducive to the mutual scheduling needs of Employer, its employees, and representatives of TPA if TPA representatives are expected to attend or otherwise be available for such meetings. Employer shall arrange and provide appropriate and accessible meeting places for all group meetings. Employer shall encourage the participation of all Employer's employees to attend group meetings to include announcement/communication of meeting times and places in accordance with workforce needs.

G. HIPAA Portability. TPA shall not provide any services related to HIPAA portability, including, but not limited to, providing certificates of creditable coverage to Covered Individuals.

H. Regulatory Compliance. Employer and Plan Administrator shall be responsible for ensuring that the Plans comply with applicable laws and regulations pertaining to the Plans. Employer and Plan Administrator shall be responsible for any and all governmental or regulatory charges resulting from Employer's establishment and operation of the Plans. Employer and Plan Administrator shall be responsible for determining the tax consequences of a Covered Individual's participation in the Plans, if any, and for any tax withholding or reporting related to such participation (e.g., the tax consequences of the participation of individuals deemed to be self-employed under the Code). This provision does not relieve TPA from any statutory or agency requirements placed directly on it as a result of performing services under this Agreement.

I. Plan Design. Employer possesses and exercises ultimate authority and responsibility for the design of the Plan.

J. Plan Interpretation. Plan Administrator possesses and exercises ultimate authority and responsibility for determining benefits under the Plan and making decisions regarding eligibility for participation, termination of participation, and payment of benefits. This authority and responsibility includes, but is not limited to, final review of claim denials.

K. Other Information. Employer or Plan Administrator (including a designee) shall comply with all requests for information made by TPA reasonably necessary for TPA to fulfill its duties under this Agreement. Any documentation received by Employer or Plan Administrator (including a designee) that should have been provided to TPA shall be promptly forwarded to TPA. Such documentation includes, but is not limited to, claim forms.

L. Legal Obligations. Employer or Plan Administrator shall possess ultimate responsibility and authority for the operation of the Plans and for their compliance with all applicable laws and regulations pursuant to the provisions of the Plans.

## **V. Records & Information**

A. Maintenance and Access. TPA and Plan Administrator shall maintain adequate records relating to the terms and operation of the Plans for at least the Plan year to which the records relate and for a eight (8) year period thereafter. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations. The parties shall maintain the confidentiality of any information relating to Covered Individuals and the Plans in accordance with applicable laws and regulations. At the conclusion of the period for which records are required to be kept under this provision and prior to any modification, destruction or disposal of any records, TPA shall provide Plan Administrator an opportunity to review the records and obtain copies of any such records. All costs associated with such inspection and copying of records will be paid by Plan Administrator.

B. Record Use. TPA, Employer, and Plan Administrator agree that the medical records, names, addresses, telephone numbers, Social Security numbers and other personal information relating to Covered Individuals, which TPA may obtain as a result of performing administrative services may be collected, maintained and used by TPA and Plan Administrator as necessary to administer the Plans. TPA and Plan Administrator may use patient specific and individually identifiable information, as necessary to properly administer the Plans, to defend any claim related to the Plans or to the provision of services under this Agreement, or as otherwise may be permitted by state or federal law. All parties agree that such information shall be considered confidential and protected as required under applicable law.

C. Confidential Business Information. TPA, Employer, and Plan Administrator shall each take all necessary steps to protect the other parties' confidential business information. Such information shall not be disclosed to third parties without the express written consent of the other parties unless required by law or court order.

D. Use of TPA's Confidential and Proprietary Information. The parties agree that TPA's "service package" is proprietary, including, without limitation, the methodologies, procedures and/or documentation involved in the optimization of employee benefit programs and in achieving of enhanced participation and results. Employer and Plan Administrator agree not to use this information other than for the specific purposes of carrying out the terms of this Agreement, and shall disclose it only to its officers, directors, employees or contractors with a specific need to know.

E. Transfer of Records. When this Agreement ends, TPA will transfer to Employer, Plan Administrator, and/or any successor administrator those records TPA determines are reasonably necessary to effectuate a smooth transition of administration of the Plans and any other records TPA possesses that relate to the Plans. TPA intends that this transfer of records will satisfy its obligation to maintain such records as described above. TPA shall provide Plan Administrator an opportunity to review the records and obtain copies of any such records in addition to the records TPA has identified as necessary for a smooth transition or otherwise transferred. The details of such transfer including, but not limited to, the means, method and timing, shall be agreed to by the parties. All costs associated with such a record review and transfer will be paid by Employer and/or Plan Administrator.

F. HIPAA Business Associate. TPA acknowledges its role as a business associate of certain Plans for purposes of the privacy and security standards under HIPAA. Exhibit B reflects the business associate contractual requirements.

## **VI. Indemnification and Limitation of Liability**

A. TPA Indemnification. TPA agrees to indemnify and hold harmless Employer and Plan Administrator from any and all claims, losses, and expenses including, but not limited to, reasonable attorney's fees, incurred by Employer and/or Plan Administrator as a result of TPA's (or TPA affiliated company's) gross negligence, willful misconduct, fraud, criminal conduct, or breach of this Agreement.

B. Employer and Plan Administrator Indemnification. Excepting gross negligence, willful misconduct, fraud, criminal conduct, or breach of this Agreement by TPA, Employer and/or Plan Administrator agree to indemnify and hold TPA harmless from any and all claims, losses, and expenses, including reasonable attorney's fees and taxes (except taxes on TPA's income), incurred by TPA arising out of its performance of services under this Agreement. Employer and/or Plan Administrator also agree to hold TPA harmless from, and indemnify TPA against, any and all claims, losses, and expenses, including attorney's fees and taxes (except taxes on TPA's income), incurred by TPA arising out of the funding of claims payment under the Plan through TPA's claims account or TPA's deposit of premium payments in TPA's account.

C. Limitation of Liability. TPA shall be responsible for direct damages caused by its failure to satisfy its duties hereunder; provided, however, that TPA shall not be liable for any incidental or consequential damages caused by its failure to satisfy its duties hereunder. In addition, TPA's maximum liability to Employer and Plan Administrator under its indemnification obligation, or for any breach of this Agreement, is limited to the amount of administrative fees paid by Employer to TPA for its services in the previous six (6) month period.

D. No Guarantee of Benefits. In performing its obligations under this Agreement, TPA neither assumes liability for nor otherwise agrees to underwrite the benefits provided by the Plans. Except as otherwise provided herein, TPA shall have no duty or obligation to defend any legal action or proceeding brought to recover, directly or indirectly, a claim for benefits.

E. Reliance on Data & Direction. Notwithstanding any provision of this Agreement to the contrary, TPA is not responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by TPA to be genuine and from an authorized representative of Employer or Plan Administrator. TPA is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Employer or Plan Administrator to the extent TPA's acts or omissions are attributable to the erroneous data, or for the failure of Employer or Plan Administrator to perform their obligations under this Agreement.

## **VII. Term and Termination**

A. Term. This Agreement is effective as of the Effective Date and shall continue for a period of twelve (12) consecutive months and for each twelve (12) consecutive month period thereafter until the termination of this Agreement pursuant to this Section VII of the Agreement.

B. Termination. This Agreement and its Addenda may be terminated by either party at the end of a term upon written notice of the intention to terminate given to the other party at least sixty (60) days prior to the end of such term. This Agreement and its Addenda may be terminated by either party at any time upon written notice to the other party if such other party files a voluntary petition in bankruptcy, admits in writing to its inability to pay its debts, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, or has an involuntary petition in bankruptcy or similar proceeding commenced against it. Each party agrees that it shall provide the other party with immediate written notice upon the occurrence of any of the events described herein.

C. Automatic Termination. The Agreement and its Addenda shall automatically terminate upon:

1. The material breach of the terms of this Agreement by any party, including, but not limited to, failure to provide adequate funds to the Claims Account or to remit service fees due TPA, if such material breach is not corrected to the reasonable satisfaction of the non-breaching party within ten (10) days of receipt of written notice specifying the nature of the breach;

2. The enactment of any law, promulgation of any regulation or action of any State or Federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of TPA hereunder.

D. Post-Termination Obligations. Upon termination of this Agreement, TPA shall cease to act on behalf of Employer and Plan Administrator. Employer and Plan Administrator shall be responsible for the administration of the Plans, and the processing of benefit claims received on or after the effective date of termination. TPA reserves the right to notify Covered Individuals that TPA no longer acts on behalf of Employer and Plan Administrator following termination of the Agreement. Notwithstanding the foregoing, TPA may, as mutually agreed upon by Employer, Plan Administrator, and TPA, provide certain administrative services following the termination of this Agreement. Such services shall be provided pursuant to and solely in accordance with a written addendum to this Agreement signed by Employer, Plan Administrator, and TPA.

E. Survival. Any provisions of this Agreement that by their terms impose obligations and responsibilities that extend beyond the term of this Agreement, including, but not limited to, Articles V, VI, and VII and Exhibit C, shall survive termination of this Agreement.

## **VIII. Miscellaneous**

A. Agreement Amendment. This Agreement may be amended only by mutual agreement in writing executed by all parties, except that TPA may amend this Agreement to the extent necessary to comply with applicable federal, state, or local laws or regulations. Notwithstanding the foregoing, TPA may amend Exhibit A to this Agreement by providing to Employer a copy of the amended Exhibit A at least sixty (60) days before the end of a term, provided that if Employer provides written notice to TPA of its objection to such amendment at least thirty (30) days prior to the end of a term, such amendment shall not become effective and the Agreement shall terminate at the end of the then current term. Notwithstanding the forgoing, TPA may revise Exhibit A at any time if any change in the law or regulations imposes upon TPA greater duties or obligations than are contemplated by this Agreement.

B. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and delivered personally, or sent by registered or certified mail or nationally recognized overnight carrier, postage prepaid, or by facsimile transmission, to the address set forth below, or to such other address set forth in a notice given in the manner herein provided. All such notices, requests, information or other communications shall be deemed to have been given (i) when delivered if personally delivered, (ii) three business days after having been placed in the mail, if delivered by registered or certified mail, (iii) the business day after having been placed with a nationally recognized overnight carrier, if delivered by nationally recognized overnight carrier, and (iv) the business day after transmittal by facsimile if transmitted with electronic confirmation of receipt.

If to Employer and Plan Administrator:

IPBC Village of Willowbrook  
Attn: Tim Halik  
7760 Quincy Street  
Willowbrook, IL 60521  
Phone: 630-920-2237  
Fax: 630-920-2427

If to TPA:

HR Simplified, Inc.  
Attn: Mike Melnychuk  
8441 Wayzata Boulevard, Suite 300  
Minneapolis, MN 55426  
Phone: 763-746-7421  
Fax: 877-723-0146

Upon the occurrence of a change in any of the above address information, each party shall notify the other party(ies) of such change within five (5) business days of the effective date of the change.

C. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.

D. No Waiver of Rights. Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.

E. Non-Assumption of Liabilities. Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.

F. Entire Agreement. This Agreement shall supersede and replace any and all other agreements between the parties relating to the same subject matter. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, except as otherwise provided in this Agreement.

G. Governing Law. The Agreement shall be governed by and interpreted in accordance with applicable federal law, including, but not limited to, ERISA. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the State of Minnesota and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto and arising hereunder.

H. Independent Contractors. TPA shall be construed to be acting as an independent contractor and not as an employee of Employer or Plan Administrator. TPA, Employer and Plan Administrator shall not have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement.

I. Third Party Beneficiaries. The obligations of each party to this Agreement shall inure solely to the benefit of the other party(ies). Except as expressly provided in this Agreement, no person or entity is intended to be or shall be construed or deemed to be a third party beneficiary of this Agreement.

J. Successors and Assigns. This Agreement shall be binding on any successors, assigns and subcontractors of the parties authorized under this Agreement.

K. Audit Rights. The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

M. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.

N. Fidelity Bond. TPA shall obtain a fidelity bond meeting the minimum requirements of ERISA and other applicable law covering any of its agents or representatives, including its employees, handling funds or other property of the Plans within the meaning of Section 412 of ERISA.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

EMPLOYER

PLAN ADMINISTRATOR

By: \_\_\_\_\_  
Company Representative  
IPBC Village of Willowbrook

By: \_\_\_\_\_  
Authorized Representative  
IPBC Village of Willowbrook

Its: \_\_\_\_\_

THIRD PARTY ADMINISTRATOR

By: \_\_\_\_\_  
Authorized Representative of  
HR Simplified, Inc.

Its: \_\_\_\_\_

**LIST OF EXHIBITS**

- A      Administrative Fees
- B      Business Associate Agreement

**EXHIBIT A**  
**Administrative Fees**

The Plan or Employer shall make payments of administrative service fees in accordance with the following schedule:

**COBRA Coverage Services**

Annual Base Fee per Plan:	\$102.50
General (Initial) Notice Fee:	\$3.07 per notice
Event Fee:	\$25.63 per event <sup>1</sup>
Administration Fee:	2% of premiums paid by COBRA participants – Retained by HR Simplified
Open Enrollment Services:	\$200.00 setup plus \$15.00 per packet mailed plus postage

**All rates guaranteed for two years from effective date of contract.**

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<sup>1</sup> Event is defined as the receipt by TPA of a notice of a qualifying event, regardless of the number of qualified beneficiaries covered by such notice.

**EXHIBIT B**  
**Business Associate Agreement**

**I. Purpose**

- A. Business Associate is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA. The parties to this Agreement acknowledge that (1) Business Associate is a "business associate" as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and (2) Business Associate provides services to one of more "covered entities" as that term is defined and regulated under HIPAA.
- B. This Agreement is intended to constitute a "business associate" agreement between the Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Effective February 18, 2010, portions of HIPAA apply directly to Business Associate as provided in the Health Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). Business Associate's obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate's own obligations under HIPAA as provided in HITECH.

**II. Special Definitions**

The following definitions are used in this Exhibit B – Business Associate Agreement:

- A. Agreement – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.
- B. ARRA – means the American Recovery and Reinvestment Act of 2009.
- C. Breach – means the unauthorized access, use, or disclosure of Protected Health Information regarding a Covered Individual that poses a significant risk of financial, reputational, or other harm to such Covered Individual. Notwithstanding the foregoing, a Breach does not include: (1) any good faith, unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or Business Associate, provided such information is not further acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is authorized to access Protected Health Information at Covered Entity's or Business Associate's facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed without authorization by any person; and (3) a disclosure of Protected Health Information in a situation in which Business Associate has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

- D. Business Associate – means HR Simplified, Inc., a person described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.
- E. Covered Electronic Transactions – shall have the meaning given to the term “transaction” in 45 C.F.R. Section 160.103.
- F. Covered Entity – means the Plan, an entity described in 45 C.F.R. Section 160.103.
- G. Covered Individual – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person’s eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.
- H. Data Aggregation – means, with respect to Protected Health Information created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.
- I. Designated Record Set – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.
- J. Electronic Health Record – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.
- K. Electronic Protected Health Information – shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity.
- L. HHS – means the United States Department of Health and Human Services.
- M. Including – means “including but not limited to.”
- N. Individual – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- O. Limited Data Set – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).
- P. Plan – means the Health Benefits for Employees of the Village of Willowbrook “organized health care arrangement”, as that term is defined in 45 C.F.R. Section 160.103.

- Q. Privacy Rule – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.
- R. Protected Health Information – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, or transmitted by Business Associate from or on behalf of Covered Entity. Protected Health Information specifically includes Electronic Protected Health Information.
- S. Provider – means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
- T. Required By Law – shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.
- U. Secretary – means the Secretary of the Department of Health and Human Services or his/her designee.
- V. Security Incident – shall have the same meaning as the term “security incident” in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity’s policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
- W. Security Rule – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.
- X. Standards for Electronic Transactions Rule - means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
- Y. Subcontractor – means an agent of a Business Associate described in 45 C.F.R. Section 165.103 to whom the Business Associate provides protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of a Covered Entity.
- Z. Unsecured Protected Health Information – means Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, Unsecured Protected Health Information includes such information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through: (1) encryption as described in the Secretary’s guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary’s guidance, of the media on which the Protected Health Information was stored or recorded.

### **III. Privacy Provisions**

- A. **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The “business associate” provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its obligation under HITECH to use and disclose Protected Health Information in accordance with the provisions of this Agreement required by 45 C.F.R. § 164.504(e).
- B. **Permitted Uses and Disclosures by Business Associate.**
  1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate and as permitted or required by this Agreement or as Required by Law.
  2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.
  3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if:
    - i) the disclosures are Required by Law, or
    - ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
  4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).
  5. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
  6. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary (as determined by Business

Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. The restriction contained in this Paragraph III.B.6. will be effective until such time as the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

7. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Paragraph III.B.7 shall apply to exchanges of Protected Health Information occurring on or after the date specified in ARRA or the final regulations issued thereunder addressing this restriction.
8. Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, except as allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication described above if Covered Entity receives direct or indirect payment in exchange for making such communication. This Paragraph III.B.8 shall apply to disclosures of Protected Health Information occurring on or after the date specified in ARRA or the final regulations issued thereunder addressing this restriction.

C. Limitations on Business Associate's Uses and Disclosures. With respect to Protected Health Information that Business Associate creates or receives on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

D. Additional Obligations of Business Associate. Except as otherwise specified in this Agreement, the provisions of this Paragraph III.D. apply only to Protected Health Information that Business Associate creates or receives on behalf of Covered Entity.

1. Safeguards. Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.
2. Reporting and Mitigation. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or Subcontractor, that is in violation of this Agreement. Such report shall be made within ten (10) business days of its discovery by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure in violation of this Agreement. This obligation includes, but is not limited to, uses or disclosures that may constitute a Breach. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.
3. Agreement Breaches by Covered Entity. If Business Associate obtains knowledge of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate will take reasonable steps to cure such breach or end such violation. If Business Associate cannot successfully cure the breach or end the violation, Business Associate shall terminate the Agreement in accordance with Section VI.B or, if termination of the Agreement is not feasible, report the breach or violation to the Secretary. This Paragraph III.D.3 shall apply as of the date specified in ARRA or the final regulations issued thereunder addressing this requirement.
4. Agents and Subcontractors. Business Associate will ensure that any agent or Subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.
5. Access to Protected Health Information. Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. If the Business Associate maintains an Electronic Health Record with respect to the Protected Health Information of a Covered Individual, effective as of the date specified in ARRA or the final regulations issued thereunder addressing this requirement, Business Associate shall make available, within the time period specified above, a copy of such information in electronic format and, if so directed by Covered Entity, will transmit such copy to a third party specified by Covered Entity, including, but not limited to, the Covered Individual. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate,

Business Associate shall within five (5) days forward such request to Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of Covered Entity.

6. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Any denials, in whole or in part, of requested amendments shall be done in accordance with 45 C.F.R. Section 164.526 and shall be the responsibility of Covered Entity.
7. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528. Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, effective as of the date specified therein, Business Associate shall track such disclosures and make available to Covered Entity such information as is necessary for Covered Entity to comply with the accounting and access requirements imposed by ARRA and the final regulations issued thereunder.
8. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.
9. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions

Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

E. Obligations and Rights of Covered Entity.

1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
2. Requests by Covered Entity. Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.
3. Changes in Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
4. Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.
5. Agreement Breaches by Business Associate. If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will take reasonable steps to cure such breach or end such violation. If Covered Entity cannot successfully cure the breach or end the violation, Covered Entity shall terminate the Agreement in accordance with Section VI.B or, if termination of the Agreement is not feasible, report the breach or violation to the Secretary.

#### **IV. Electronic Security Provisions**

- A. **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section IV along with the other sections of the Business Associate Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; (2) Business Associate can fulfill its responsibilities under HIPAA; and (3) Business Associate can fulfill its contractual obligations under this Agreement.
- B. **Obligations of Business Associate.** In accordance with the Security Rule, Business Associate agrees to:
  1. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.306(b)(2)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying a security officer and training personnel.
  2. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;
  3. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;
  4. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate; and
  5. Ensure that any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees to the same restrictions and conditions that apply under this Section IV to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.
- C. **Obligations of Covered Entity.** Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

#### **V. Breach Notification Requirements**

- A. **Business Associate Obligations.** If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach

of such information without unreasonable delay, but no later than sixty (60) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Section V, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer or agent of Business Associate).

## **VI. Term and Termination**

- A. **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section VI.
- B. **Termination.** In the event that a party (the "non-breaching party") discovers and determines that the other party (the "breaching party") materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party's attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.
- C. **Effect of Relationship Termination.**
  1. Except as provided in paragraphs 1 and/or 1 of this sub-section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, Business Associate shall return or provide to Covered Entity such information, including Protected Health Information.

## **VII. General Provisions**

- A. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy Rule and the Security Rule, if applicable.
- D. **Survival.** The respective rights and obligations under this Agreement shall survive the termination of this Agreement and any related agreement, Including a License Agreement or third party services agreement.
- E. **Indemnity.** Each party will indemnify, hold harmless, and defend the other party and its affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Agreement by such party or any Subcontractor, agent, person or entity under such party's control.
- F. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.
- G. **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.
- H. **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

**COBRA COVERAGE SERVICES AGREEMENT ADDENDUM  
to the  
ADMINISTRATION AGREEMENT**

**between**

**HR Simplified, Inc. ("TPA")  
and  
IPBC Village of Willowbrook ("Employer" and "Plan Administrator")**

The purpose of this Addendum is to describe the services, in addition to those services described in the Agreement, to be furnished by TPA to the Plans with respect to their compliance with COBRA.

**I. Definitions**

In addition to the definitions contained in the Agreement, which are hereby incorporated herein to the extent not inconsistent herewith, the following definitions shall apply to this Addendum:

- A. Addendum – means this COBRA Coverage Services Addendum to the Agreement.
- B. Alternative Coverage – means non-COBRA coverage offered as an alternative to COBRA Coverage, made available to induce a Qualified Beneficiary not to elect COBRA Coverage.
- C. Applicable Premium – means the cost to the Plan for a period of coverage (for example, one, two or three months) for similarly situated Covered Individuals for whom a Qualifying Event has not occurred.
- D. COBRA Coverage – means the continuation coverage required under COBRA and the continuation coverage required under the laws of the following states: Illinois.
- E. COBRA Participant – means any person receiving COBRA Coverage under the Plan(s) in accordance with the terms and conditions of the Plan(s) and applicable law. This includes, but is not limited to, Qualified Beneficiaries.
- F. Effective Date - means the date upon which this Addendum, once fully executed by all parties, is first effective, July 01, 2019.
- G. Insignificant Shortfalls – Payment amounts for COBRA Coverage within the lesser of (i) \$50, or (ii) ten percent (10%), of the actual amount due.
- H. Plan(s) - means the following programs or arrangements of benefits established and maintained by Employer to which TPA provides services under this Addendum: Health Benefits for Employees of the Village of Willowbrook.
- I. Qualified Beneficiary – means a covered employee or the spouse, former spouse or dependent child of the covered employee, who has lost group coverage in a Qualifying Event and is entitled to elect COBRA Coverage.
- J. Qualifying Event – means the loss of coverage under a Plan that entitles the person losing coverage to receive COBRA Coverage.

**II. TPA Responsibilities**

- A. Distribution of COBRA notices and forms. TPA shall distribute all notices with respect to COBRA Coverage required by applicable law, including the initial and Qualifying Event notices, and provide election forms for the election of COBRA Coverage. TPA shall notify any person whose claim for COBRA Coverage is denied of the reasons for the denial and of the person's rights, if any, to have the denial reviewed in accordance with the terms and provisions of the Plan. The notification will be in a manner agreed upon by Plan Administrator and TPA. All notices will be provided based upon the address information provided to TPA by Plan Administrator.
- B. COBRA Eligibility. TPA shall process elections for COBRA Coverage under the Plan. Determinations regarding eligibility for COBRA Coverage shall be made in accordance with the written terms and conditions of the respective Plan. TPA shall determine if a person is entitled to COBRA Coverage based upon information provided to it by Plan Administrator. TPA will refer to Plan Administrator any claim or class of claims specified in writing by Plan Administrator as well as any claim that is disputed after the initial denial. Plan Administrator shall have final discretionary authority to make all determinations regarding COBRA Coverage under the Plan.
- C. Reinstatement. Provided the individual elects COBRA Coverage and timely pays any required premiums within the timeframes described in the election notification, TPA shall complete and submit any required documentation to insurance carriers and/or third party service providers regarding reinstatement of the coverage for COBRA Coverage purposes.
- D. Collection of COBRA Premiums. TPA shall collect payments for COBRA Coverage, deposit them into TPA's premium account, and forward them to Employer by the 15<sup>th</sup> of the month next following the month in which they were received. Employer acknowledges that while COBRA premiums are held in TPA's premium account prior to forwarding them to Employer TPA may earn bank credit and/or interest on such funds. Such bank credit and interest shall be retained by TPA and be considered part of the administrative fee paid by Employer to TPA for the services provided hereunder. TPA shall accept, as payment in full, Insignificant Shortfalls.
- E. Notifications. TPA shall provide written notification to individuals of missed payments and shall provide notification of termination of COBRA Coverage due to failure to make payments.
- F. Termination/Cancellation of COBRA Coverage. Except as specifically noted below, TPA shall complete and submit any required documentation to insurance carriers and/or third party services providers regarding termination of an individual's COBRA Coverage, including, but not limited to, termination due to expiration of the required continuation period or failure to timely pay premiums. TPA shall also provide any required notification of the cessation of COBRA Coverage to impacted individuals.
- G. Reports. TPA will prepare reports detailing the ongoing activities and status for each Qualified Beneficiary and COBRA Participant. TPA shall post standard reports on its website on a monthly basis and shall notify Plan Administrator of the availability of such reports. In addition, information shall be available to Plan Administrator on demand through TPA's website. TPA shall also provide ad hoc reports upon Plan Administrator's request.
- H. Administrative Materials. At the direction of Employer and Plan Administrator, TPA shall prepare draft documentation relating to COBRA Coverage under the Plan, including, but

not limited to, initial notices of rights, election notices, election forms, and various administrative forms. Plan Administrator shall finalize and approve for use the administrative documents. Unless mutually agreed otherwise, such finalization shall be accomplished prior to the use or distribution of such documents.

- I. Excise Tax Reporting and Payment. Unless required by applicable law, TPA shall not be responsible for filing IRS Form 8928 and/or paying the excise tax imposed by Section 4980B of the Code with respect to the services TPA provides under this Addendum.

### **III. Duties of Employer/Plan Administrator**

- A. Initial and Annual Census. Employer shall notify TPA of the total number of full time equivalent employees maintained on Employer's payroll records for the most recently completed calendar year. Initially, this information shall be provided upon execution of this Agreement. Thereafter, the information shall be provided in writing to TPA by December 31 of each subsequent calendar year. TPA is entitled to rely upon the census information provided by Employer and is under no obligation to independently verify such information.
- B. Eligibility and Notification of Right to Elect. It is Plan Administrator's responsibility to complete and submit any required documentation to insurance carriers and/or third party service providers regarding an individual's experience of an event causing a loss of coverage under the Plan. It is also the responsibility of Plan Administrator to notify TPA of the same on prepared data forms provided in advance by TPA to Plan Administrator. This information shall include:
  - Full name of the employee, Gender, date of birth
  - Division or unit number (if applicable)
  - Full name of the Qualified Beneficiary(s), gender, date of birth
  - Employee's Social Security number
  - Last known address of the Qualified Beneficiary
  - Last known coverage of the Qualified Beneficiary
  - Original date of coverage
  - Date of loss of coverage
  - Date of Qualifying Event
  - Type of Qualifying Event
  - Any special instructions
  - Name of employee who submitted data

Upon receipt of this information, TPA will generate and mail required notification information regarding the individual(s) ability to elect COBRA Coverage. With respect to this notification responsibility, TPA is entitled to rely upon the eligibility information provided by Plan Administrator and is under no obligation to independently verify such information.

- C. Late Notification to TPA. TPA's responsibilities under this Agreement are triggered upon notification by Employer and/or Plan Administrator as described above. If such notification is not timely made, TPA shall use its best efforts to quickly perform its responsibilities. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to TPA remain with Employer and Plan Administrator. For purposes of this provision, "timely" refers to a period of time

reasonably sufficient for TPA to perform its responsibilities within the time period required under COBRA.

D. **Review of Reports.** Plan Administrator shall review reports made available by TPA and shall notify TPA of any errors or omissions in the reports within thirty (30) days of their receipt. For purposes of this Agreement, a report is deemed received on the earlier of: (1) the date on which TPA notifies Plan Administrator of the report's availability on TPA's website, or (2) the date on which the report is sent by TPA to Plan Administrator. If Plan Administrator does not notify TPA of any errors or omissions within such thirty (30) day period, Plan Administrator shall be deemed to have approved the accuracy of the reports and TPA shall be released and relieved of all liability, and shall be indemnified by Plan Administrator, for any actions taken pursuant to this Agreement based upon the information contained in the reports. By way of illustration, and without limiting the generality of the foregoing, under this provision Plan Administrator shall be responsible for matching information received from the insurance carriers and/or third party service providers regarding individuals covered under the Plan to the information contained in TPA's reports and for notifying TPA of any discrepancies. If Plan Administrator does find an error or discrepancy and notifies TPA of such within the 30-day period provided above, TPA will take immediate steps to address the matter. Notwithstanding anything herein to the contrary, TPA shall not be liable for any error or omission of an insurance carrier and/or third party service provider with respect to reinstating or terminating a Qualified Beneficiary's or COBRA Participant's coverage if TPA has fulfilled its responsibilities under Sections II.C. and II.F. hereof.

E. **Cost of COBRA Coverage.** Employer and/or Plan Administrator shall provide TPA with the Applicable Premium(s) calculations for COBRA Coverage under the Plan upon execution of the Agreement and at least thirty (30) days prior to the start of the twelve-month period to which the Applicable Premium relates. TPA shall be entitled to rely on such information. Unless Plan Administrator provides written direction otherwise, TPA shall charge COBRA Participants the maximum premium for COBRA Coverage allowed under applicable law. If Employer and/or Plan Administrator fail to timely notify TPA of the Applicable Premium, TPA shall continue to charge premiums for the COBRA Coverage based upon the Applicable Premium for the prior twelve-month period. If Employer and/or Plan Administrator notify TPA of a new Applicable Premium for an applicable twelve-month period after the deadline provided above, TPA will begin charging COBRA Coverage premiums based upon the new Applicable Premium beginning with the first month occurring at least thirty (30) days following TPA's receipt of such information from Employer and/or Plan Administrator. TPA shall be released and relieved of all liability related to, and shall be indemnified by Employer and Plan Administrator with respect to, premium changes made after the start of the applicable twelve-month period as a result of Employer's and/or Plan Administrator's failure to comply with the notice requirement contained herein.

F. **COBRA Coverage Documents.** Employer and Plan Administrator shall provide direction to TPA, as necessary, regarding COBRA Coverage documentation. Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery by TPA, unless such deadline is extended by mutual agreement of all parties. Employer and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall constitute approval. Employer and Plan Administrator shall be solely responsible for the content of COBRA Coverage documentation it has been provided for review and approval.

G. Alternative Coverage. Employer and Plan Administrator must notify TPA of any Alternative Coverage that impacts the services that would otherwise be provided by TPA under this Agreement. TPA shall be entitled to rely on the information provided by Employer and Plan Administrator.

H. COBRA Coverage Determinations. Through this Agreement, Plan Administrator delegates to TPA authority to make the described determinations related to COBRA Coverage under the Plan. If Plan Administrator disagrees with TPA on a particular determination Plan Administrator shall immediately notify TPA, in writing, of such disagreement and direct TPA regarding the situation. Plan Administrator shall be solely responsible for the final initial determination on such claim, which shall be communicated in writing to TPA. TPA shall be entitled to rely on the final initial determination made by Plan Administrator.

As between TPA and Plan Administrator, Plan Administrator is responsible for the final decision upon review of disputed eligibility and coverage issues, including determinations with respect to COBRA Coverage. Upon receipt of applicable information and documentation from TPA, Plan Administrator shall notify TPA in writing of its final decision upon review of disputed eligibility and coverage issues.

I. Continuation Coverage Required by State Law. Employer shall be responsible for compliance with any applicable state law requiring the provision of continuation coverage unless such continuation coverage is defined above to constitute COBRA Coverage. TPA shall not provide administrative services with respect to such continuation coverage that does not constitute COBRA Coverage as defined above.

J. Excise Tax Reporting and Payment. Employer and Plan Administrator are solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA, (ii) preparing and filing Form 8928 (if necessary), and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, TPA may assist Employer and Plan Administrator with its responsibilities under this paragraph.

#### **IV. Term and Termination**

A. Term. This Addendum is effective as of the Effective Date and shall continue in effect for the term of the Agreement, unless earlier terminated pursuant to this Section IV.B. of the Addendum.

B. Termination. This Addendum shall terminate effective with the termination of the Agreement. In addition, this Addendum may be terminated or shall terminate, without the termination of the Agreement, as provided in Sections VII.B. and VII.C. of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

EMPLOYER

PLAN ADMINISTRATOR

By: \_\_\_\_\_  
Company Representative  
IPBC Village of Willowbrook

By: \_\_\_\_\_  
Authorized Representative  
IPBC Village of Willowbrook

Its: \_\_\_\_\_

THIRD PARTY ADMINISTRATOR

By: \_\_\_\_\_  
Authorized Representative of  
HR Simplified, Inc.

Its: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

**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**

**AGENDA NO 11**

**AGENDA DATE: 06/24/2019**

**STAFF REVIEW:** Roy Giuntoli, Building Official

**SIGNATURE:** *Roy Giuntoli*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:** *Tom Bastian /asur*

**RECOMMENDED BY:** Mike Mertens, Assistant Village Administrator

**SIGNATURE:** *Mike Mertens*

**REVIEWED & APPROVED COMMITTEE:** YES  NO  N/A

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

The Village of Willowbrook Building & Zoning Division, Building Dept. has been undergoing a comprehensive update to Title 4 of our Village Code. Title 4 encompasses primarily Building & Property maintenance Codes, as well as rules & regulations for the Building Department and establish overall construction regulations within the village. During the update, staff has updated both the Building Codes and the local Amendments to those codes. These updates that we are discussing today are for the 2018 International Code Council (ICC) family of codes, the 2017 NEC, as well as DuPage County Wide codes. If approved, they will become effective on July 1, 2019. It should be noted that the last time the codes were updated was in July of 2011 where the Village adopted and amended the 2009 ICC library of codes along with the 2008 National Electric Code (NEC).

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

Additionally, on May 14, 2019 the Du Page County Board passed an ordinance updating the Du Page County Countywide Stormwater and Floodplain Ordinance. The primary change in this update is the adoption of new Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) for Du Page County issued by FEMA with an effective date of August 1, 2019. In order to stay compliant with the National Flood Insurance Program (NFIP) all communities in Du Page County must adopt the new maps prior to the effective date. Since most communities adopt the FIRMs and FIS through the Stormwater Ordinance, adopting the latest County ordinance will accomplish that need.

**ACTION PROPOSED:** Adopt Ordinance.

**ORDINANCE NO. 19-0-\_\_\_\_\_**

**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**

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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 ONE.** 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, Comprehensive Amendments.

**SECTION TWO.** 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 THREE.** 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 24th day of June, 2019.

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Leroy Hansen,  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

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

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

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

**EXHIBIT "A"**

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

## **CHAPTER 1**

### **DEPARTMENT OF MUNICIPAL SERVICES**

#### **4-1-1: ESTABLISHMENT**

#### **4-1-2: BUILDING OFFICIAL**

#### **4-1-3: SALARY**

#### **4-1-4: DUTIES**

#### **4-1-1: ESTABLISHMENT:**

This is hereby created for the Building Official for the Village. This department shall consist of the Building Official and such other officers and employees as may be provided by the Village Board.

(Ord. 05-O-32, 11-14-2005)

#### **4-1-2: BUILDING OFFICIAL**

There is hereby created the position of Building Official, who shall be appointed by the Village Mayor by and with the advice and consent of the Board of Trustees. The Building Official shall supervise all officers and employees assigned to or falling under the jurisdiction of the Department of Municipal Services. The Building Official shall report to the Village Administrator.

(Ord. 05-O-32, 11-14-2005)

#### **4-1-3: SALARY:**

The salary of the Building Official shall be as otherwise provided as part of the Village paygrade system.

(Ord. 05-O-32, 11-14-2005)

#### **4-1-4: DUTIES:**

The Building Official shall be in charge of all Building and Zoning activities, including, but not limited to, Code Enforcement, and design and construction of public improvements. In addition to those duties assigned by the Village Board or the Village Administrator, the Building Official shall:

- (A) Supervise the activities of the Building and Zoning Secretary, and all employed & consultant Building, Plumbing, Electrical and Mechanical Inspectors;
- (B) Works in conjunction with, the Village Planning Consultant, Village Engineer Consultant, Village Code Enforcement Consultant and Village Building Code Consultant as otherwise provided for in this code;
- (C) Shall provide input to the Village Planning Consultant and review recommendations on Annexations and Subdivisions with other Village staff;

- (D) Contribute to the decision-making process of the engineering, design, supervision and construction of all public improvements including, but not limited to, paving, sidewalks, storm drainage systems, water supply and distribution systems, traffic control and other municipal engineering improvements;
- (E) Engage in on site supervision of construction of public improvements as well as on-site inspection of subdivision construction;
- (F) Submit technical engineering reports, ordinances and regulations as required;
- (G) Conduct preconstruction conferences with contractors and subdividers to coordinate work and inspection and to secure proper understanding of zoning, building, construction and other related requirements;
- (H) Contribute to the decision-making process for community development in a timely fashion to assist the Village Administrator and the Village Board in decision making processes;
- (I) Contribute to the decision-making process of the Plan Commission through the investigation, preparation and distribution of reports as needed;
- (J) Interface with the Plan Commission and Village Planner so as to facilitate the exchange of information and its presentation to the Village Board;
- (K) Implement Village plans and policies by encouraging and assisting annexation of unincorporated property;
- (L) Perform such other duties and functions as shall from time to time be provided for in this code. (Ord. 05-O-32, 11-14-2005)

## **CHAPTER 2**

### **4-2-1: TITLE:**

This chapter will be known as the *BUILDING CODE OF THE VILLAGE OF WILLOWBROOK*. (Ord. 97-O-13, 5-27-1997)

### **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. 97-O-13, 5-27-1997)

### **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. 97-O-13, 5-27-1997)

#### **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 approved by the Building Official under the provisions of this chapter, or approved 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:** An attic that has a stairway as a means of access and egress and in which at least fifty percent (50%) of the required area has a ceiling height of at least seven feet six inches (7'6").

**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 portion of a building located partly underground, but having not less than one-half (1/2) its clear floor to ceiling height below the average grade of the adjoining ground.

**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 storm water facilities that minimize the impact of storm water 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 subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

**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 therefore, and requiring such plats, plans and other descriptive material in connection with applications for permits as are necessary for him to judge compliance with the 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 flood plain 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 USE:** The alteration of the use of a building or structure to a new use which imposes other special provisions of law governing building construction, equipment or exits.

**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.

**DEPRESSATIONAL 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 or portion thereof designed or used for residential purposes, including single- and multiple-family uses, but not including 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, SINGLE-FAMILY ATTACHED:** A residential building designed and built as a dwelling unit for one family, but which may touch another single-family dwelling on one or more sides, with or without party walls, but which is located as the only dwelling unit on a single specific lot or parcel of ground.

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

**DWELLING, MULTIPLE DWELLING:** A residential building designed and built as a group of individual dwelling units, each for a single-family, but which units may touch each other by virtue of common or party walls and/or floors and ceilings, and which contain two (2) or more dwelling units.

**DWELLING UNIT:** A group of rooms constituting all or part of a dwelling, which are arranged, designed, used or intended for use exclusively as living quarters for one family, and which includes cooking facilities.

**EFFICIENCY LIVING UNIT:** Any room having cooking facilities used for combined living, dining and sleeping purposes.

**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 which is separated from all other spaces of a building or structure by construction or equipment as required in this chapter to provide a protected way of travel to the exit discharge.

**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:** Wood treated to be fire retardant and approved by a certified testing laboratory as meeting the requirements of ASTM E-84.

**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.

**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.

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

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

**FLOODWAY:** The channel and that portion of the flood plain 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 lined, 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 ROOM:** A room used for living, sleeping, eating or cooking purposes, but excluding baths, toilet rooms, storage spaces, utility rooms and corridors.

**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 flood plain. A 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:** The weight of all permanent structural and nonstructural components of a building, such as walls, floors, roofs, ceilings, stairways and fixed service equipment.

**LOAD, LIVE:** The weight superimposed by the use and occupancy of the building or structure not including the wind load, or dead load.

**LOUVERS:** A series of removable fixed, slated or movable slats. (Glass louvers is descriptive of jealousies. Glass, wood or metal jealousies 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.

(A) **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.

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

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

(D) **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.

**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 handle 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 approved by Underwriters Laboratories Inc., or another approved testing agency, for their noncombustible nature and do not serve as a source of contribution to a fire.

**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.

**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 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 total number of persons that are permitted to occupy a building, or portion thereof, at any one time.

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 or 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 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 FLOOD PLAIN:** The flood plain 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.

**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.

**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 FHBMR 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 floor surface and the surface of the next floor or roof above and having a height of not less than seven feet (7'), except that space used exclusively for the housing of mechanical services for the building and having access limited to maintenance purposes only, shall not be construed as a story. A basement shall be construed if the level of the finished floor is four feet (4') or less from the average finished grade adjacent to that floor. A story may have differing or "split" levels, in which case, the floor levels which have the least difference in floor level (5 feet or less) shall be construed as being of the same story. A mezzanine shall be construed as a story if its area exceeds one-third (1/3) of the floor area of the room in which the mezzanine is located.

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.

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.

USE GROUP: The classification of a building or structure based on the purposes for which the building or structure is designed or used.

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: An exterior nonbearing wall between columns or piers which is not supported by beams or girders at each story.
- (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 wall having adequate fire resistance and structural stability under fire conditions to accomplish the purpose of completely subdividing a building or of completely separating adjoining buildings to resist the spread of fire.
- (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 on an interior lot line used or adapted for joint service between two (2) 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.

**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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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. 97-O-13, 5-27-1997)

**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) In the event a building or structure is altered or repaired in excess of thirty five percent (35%) of its present replacement value or altered in excess of thirty five percent (35%) of its cubical content, exclusive of foundation, the Village may require that the entire building or portions thereof be brought into compliance with all provisions of this chapter.
- (F) If the structure is increased in floor area or number of stories, the entire structure shall be made to conform with the requirements of this chapter in respect to means of egress, fire protection, fire suppression, light and ventilation and life safety.
- (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. 97-O-13, 5-27-1997)

#### **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:
  - a. 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).
  - b. 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. (Ord. 97-O-13, 5-27-1997)
- (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 or 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 or 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
- (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. (Ord. 97-O-13, 5-27-1997)
- (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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
- (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. (Ord. 97-O-13, 5-27-1997)
- (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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
- (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. (Ord. 97-O-13, 5-27-1997)

(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
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

(Ord. 05-O-11, 4-11-2005)

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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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:

- a. 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.
- b. Each plumbing contractor, and sewer contractor, shall be subject to the insurance requirements previously set forth in subsection (A) of this section.
- c. 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. 97-O-13, 5-27-1997)

#### **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: When there are practical difficulties involved in carrying out structural or mechanical provisions of this chapter or of an approved rule, the Village may vary or modify such provision upon application by the owner or the owner's representative; provided, that the spirit and intent of this chapter shall be observed and public welfare and safety be assured. (Ord. 97-O-13, 5-27-1997)
- (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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
- (D) Used Materials and Equipment: Used materials, equipment and devices may be utilized provided they have been reconditioned, tested and placed in good and proper working condition and approved for use by the Village.
- (E) Alternative Materials and Equipment: The provisions of this chapter are not intended to prevent the use of any material or method of construction not specifically prescribed by this chapter, provided any such alternative has been approved. The Village may approve any such alternative provided the Village finds that the proposed design is satisfactory and complies with the intent of the provisions of this chapter, and that the material, method or work offered is, for the

purposes intended, at least the equivalent of that prescribed in this chapter, in quality, strength, effectiveness, fire resistance, durability and safety.

- (F) Research and Investigations: The Village shall require that sufficient technical data be submitted to substantiate the proposed use of any material or assembly and if it is determined that the evidence submitted is satisfactory proof of performance for the use intended, the Village may approve its use subject to the requirements of this chapter. The costs of all tests, reports and investigations required under these provisions shall be paid by the applicant.
- (G) Research Reports: The Village may accept as supporting data to assist in the determination duly authenticated research reports from approved sources for all materials or assemblies proposed for use which are not specifically provided for in this chapter.
- (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. 97-O-13, 5-27-1997)

#### **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 therefore, 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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

(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 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)
  - 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 his 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
- (N) Payment of Fees: A Permit shall not be issued until all required fees have been paid. (Ord. 97-O-13, 5-27-1997)

(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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

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 a 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 Village Administrator and 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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

**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:
  - (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: Eight cents (\$0.08) 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: Two cents (\$0.02) per cubic foot.
  - (d) Alterations, remodeling and repairs not requiring architectural plans or detailed drawings: One hundred and twenty-five dollars (\$125.00).
  - (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 3<sup>rd</sup> 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 (\$1000.00).
  - (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.

(Ord. 02-O-10, 5-13-2002; amd. Ord. 05-O-32, 11-14-2005)

2. Multi-Family/Nonresidential 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 <u>(In Square Feet):</u>	Required Plan Review <u>Cash Deposit Amount:</u>
(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

(Ord. 02-O-10, 5-13-2002)

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.

(Ord. 02-O-10, 5-13-2002; amd. Ord. 05-O-32, 11-14-2005)

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

<u>(Square Feet):</u>	<u>Review Fee:</u>
(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 3<sup>rd</sup> 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 commercial building permit fees shall be incorporated within a cubical content fee calculated as follows:
  - (1) First 100,000 cubic feet: \$0.10 per cubic foot
  - (2) Each cubic foot in excess of 100,000 cubic feet up to and including 200,000 cubic feet: \$0.0775 per cubic foot
  - (3) Each cubic foot in excess of 200,000 cubic feet up to and including 500,000 cubic feet: \$0.055 per cubic foot
  - (4) Each cubic foot in excess of 500,000 cubic feet: \$0.0325 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 and Nonresidential 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 Nonresidential Uses:
  - (1) Building Permit fees for alterations, conversions, remodeling, structural repairs, tenant completions, 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: \$0.055 per cubic foot
  - (2) Building Permit fees for alterations, 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: \$0.0325 per cubic foot

3. Off Street Parking, Parking Lots & 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 Nonresidential/Commercial Uses:
  - (1) Newly Constructed: A permit fee of seven cents (\$0.07) per square foot of pavement surface.
  - (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: Three hundred fifty dollars (\$350.00)

- (3) Commercial Sealcoating: The sealcoating and restriping of any parking area shall require a permit signed by the Building Official. The fee for such permit shall be one hundred dollars \$100.00. 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 & Detached):
  - (1) Newly Constructed Driveways:
    - (a) Without a Culvert: One Hundred twenty-five Dollars (\$125.00).
    - (b) With a Culvert: One Hundred Fifty Dollars (\$150.00).
  - (2) Existing, Re-Constructed/Re-Surfaced Driveways:
    - (a) Without a Culvert: One Hundred Dollars (\$100.00).
    - (b) With a Culvert: One Hundred Fifty Dollars (\$125.00).
- 4. Accessory Structures: (Including but not limited to: Garages, Shed, Gazebos, etc.)
  - (a) In Single-Family Residential, building permit fee:
    - (1) Structures equal to or under 60 Square Feet: Thirty-five dollars (\$35.00)
    - (2) Structures greater than 60 square feet and under 125 Square Feet: Seven cents (\$0.07) per cubic foot of cubical content.
      - (a) With a Minimum fee of: Fifty dollars (\$50.00)
    - (3) Structures greater than 126 Square Feet and under 200 Square Feet: Seven cents (\$0.07) per cubic foot of cubical content.
      - (a) With a Minimum fee of: Seventy-five dollars (\$75.00)
    - (4) Structures greater than 200 Square Feet: Seven cents (\$0.07) per cubic foot of cubical content.
      - (a) With a Minimum fee of: One hundred and seventy-five dollars (\$175.00)
  - (b) In Non-Residential & Multi-Family, building permit fee:
    - (1) Per 4-2-11(A)(2)
      - (a) With a Minimum fee of: Three hundred and fifty dollars (\$350.00)
- 5. All Attached or Detached Decks:
  - (a) Single-Family, Attached/Detached (Townhouses, Duplexes): Fifty dollars (\$50.00).
  - (b) MFR New or Rehab (Condo Unit), Per Unit: Fifty dollars (\$50.00).
  - (c) MFR (Common Area): Seventy-five dollars (\$75.00).
  - (d) Non-Res / Commercial: one hundred dollars (\$100.00).
- 6. Miscellaneous Flatwork (Concrete, paver, etc.), Patios, Service Walks, Stoops/Steps, etc.:
  - (a) Single-Family, Attached/Detached (Townhouses, Duplexes): Walkways, Stoops only (Public or Private/Service): Fifty dollars (\$50.00).
  - (b) SFR, Patios only (Concrete, Pavers, etc.) Sixty dollars (\$60.00).
  - (c) SFR, Patios & Walk on one Permit. Eighty-five dollars (\$85.00).

- (d) MFR/Non-Residential, Patios & walks (Condo Unit) (Concrete, Pavers, etc.) Fifty dollars (\$50.00).
- (e) Multi-Family Residential (Common Area)/Non-Residential: Patios, Walkways, Stoops - Concrete, Pavers, etc.: Seventy-five dollars (\$75.00).

7. Private Street Re-Construction:

- (a) Single Family Residential: One Hundred Fifty dollars (\$150.00).
- (b) Multi-Family Residential: Two Hundred Fifty dollars (\$250.00).
- (c) Non- Residential / Commercial: 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 fifty dollars (\$500.00) shall apply.

9. Existing Structure Moving:

- (a) Single Family Residential "House" Moving: One Thousand dollars (\$1000.00) 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) Residential R1-R4 districts: Fifty dollars (\$50.00).
- (b) Residential R5 districts: Seventy-five dollars (\$75.00).
- (c) Commercial Districts: One hundred twenty-five dollars (\$125.00).

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 having sides which are equal to or more than four feet (4') above surrounding grade: one hundred fifty dollars (\$150.00).
- (b) Swimming pools having sides less than four feet (4') above surrounding grade, including all pools constructed in ground:

- (1) Residential: Three hundred dollars (\$300.00).
- (2) Commercial: Five hundred dollars (\$500.00).
- (c) Mechanical Installations related to a Pool:
  - (1) Electric w/ pool (Single-Family Residential): Fifty dollars (\$50.00).
  - (2) Electric w/ pool (Multifamily/Non-Residential): One hundred twenty-five dollars (\$125.00).
  - (3) Plumbing w/ pool (Single-Family Residential): Fifty dollars (\$50.00).
  - (4) Plumbing w/ pool (Multifamily/Non-Residential): One hundred twenty-five dollars (\$125.00).
  - (5) Fuel Gas w/ pool (Single-Family Residential): Fifty dollars (\$50.00).
  - (6) Fuel Gas w/ pool (Multifamily/Non-Residential): One hundred twenty-five dollars (\$125.00).

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

14. Reroofing/Tear Offs Fees:

- (a) All permit application 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) New Roof:
  - (1) Single-Family Residential (Detached/Attached), per residence: Seventy-five dollars (\$75.00).
  - (2) Single-Family Residential, Accessory Structure: Twenty-five dollars (\$25.00).
  - (3) Multi-Family Residential: Two hundred dollars (\$200.00).
  - (4) Non-Residential/Commercial: three hundred dollars (\$300.00).
- (c) Re-Roof:
  - (1) Single-Family Residential (Detached/Attached), per residence: Fifty dollars (\$50.00).
  - (2) Single-Family Residential, Accessory Structure: Fifteen dollars (\$15.00).
  - (3) Multi-Family Residential (Per Building): One hundred Fifty dollars (\$150.00).
  - (4) Non-Residential/Commercial (Per Building): Two hundred fifty dollars (\$250.00).

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

- (a) Single-Family Residential (Detached / Attached):
  - (1) One through five (1-5) openings: Fifty dollars (\$50.00).
  - (2) Over six (6) openings: Seventy-five dollars (\$75.00).
- (b) Multi-Family Residential:
  - (1) Condominiums: Fifty dollars (\$50.00).
  - (2) Common Area: One hundred dollars (\$100.00).
  - (3) If above no's 1 and 2 are over six (6) windows, add Twenty-five dollars (\$25.00).
- (c) Commercial:
  - (1) One through five (1-5) openings: One hundred dollars (\$100.00).
  - (2) Over six (6) openings: One hundred fifty dollars (\$150.00).

16. Plus, all applicable Review & Inspection Fees

**(B) Plumbing Permit Fees:**

1. Residential; Single-Family (Attached/detached), Townhouse, Condominium:
  - (a) Fourteen dollars (\$14.00) per fixture.
  - (b) One hundred twenty dollars (\$120.00) minimum.
2. Commercial, Multi-Family (Building):
  - (a) Twenty-four dollars (\$24.00) per fixture.
  - (b) One hundred eighty dollars (\$180.00) 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: One hundred dollars (\$100.00)
  - (b) Multi-Family Residential: One hundred twenty-five dollars (\$125.00)
  - (c) Commercial: One hundred fifty dollars (\$150.00)
5. Water Heater/Boiler, New, Each:
  - (a) Residential/Multi-Family Residential: Seventy-five dollars (\$75.00)
  - (b) Commercial/Non-Residential: One hundred twenty-five dollars (\$125.00)
6. Water Heater/Boiler, Replacement, Each:
  - (a) Residential/Multi-Family Residential: Sixty dollars (\$60.00)
  - (b) Commercial/Non-Residential: Seventy-five dollars (\$75.00)
7. Water Service Connection (Per Building, each) Fee: See Title 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 & Inspection Fees

**(C) Electrical Permit Fees:**

1. Residential (Single-Family, Duplex, Townhouse, Condominium (per unit))
  - (a) New Service:
    - (1) Each 200 Amp: One hundred Seventy-five dollars \$175.00.
    - (2) Plus \$12.00 per Circuit.
    - (3) Plus \$17.00 per Motor/Fan.
  - (b) Existing Service Upgrade
    - (1) From under 200 Amps up to 200 Amps: One hundred dollars \$100.00.
    - (2) From 200 Amps up to 400 Amps: One hundred twenty-five dollars \$125.00.
    - (3) From under 200 Amps up to 400 Amps: One hundred fifty dollars \$150.00.
  - (c) Remodels, Alterations, etc.:
    - (1) Minimum Fee: Seventy-five dollars \$75.00.

2. Commercial, Multi-Family Residential:

(a) New Service:

- (1) Each 200 Amp, up to 1000 Amp: 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 \$18.00 per Circuit.
- (4) Plus \$20.00 per Motor/Fan.

(b) Existing Service Upgrade

- (1) Each 200 Amps: One hundred seventy-five dollars (\$175.00).
- (2) Plus \$18.00 per Circuit.

(c) Remodels, Alterations, Build-Outs, etc. (Commercial & Multi-Family Res. Common Area): Minimum Fee: One hundred twenty-five dollars (\$125.00).

3. Back-up Generators:

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

4. Electric Vehicle Charging Stations:

- (a) Residential: Seventy-five dollars (\$75.00).
- (b) Commercial
  - (1) First Controller Unit: One hundred twenty-five dollars (\$125.00).
  - (2) Each Controller Unit after first: twenty-five dollars (\$25.00).

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 & Inspection Fees

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

1. Residential (Single-Family, Duplex, Townhouse, Condominium (per unit)):
  - (a) Each new Air conditioner condenser: One hundred dollars (\$100.00).
  - (b) Each new forced air furnace / boiler: One hundred dollars (\$100.00).
  - (c) Each replaced Air conditioner condenser: Seventy-five dollars (\$75.00).
  - (d) Each replaced forced air furnace / boiler: Seventy-five dollars (\$75.00).
2. Commercial, Non-Residential Condominium Unit:
  - (a) Each new Air conditioner condenser: One hundred dollars (\$125.00).
  - (b) Each new forced air furnace / boiler: One hundred dollars twenty-five (\$125.00).
  - (c) Each replaced Air conditioner condenser: One hundred dollars (\$100.00).
  - (d) Each replaced forced air furnace / boiler: One hundred dollars (\$100.00).
3. Commercial:
  - (a) Each New Roof Top Unit (RTU): Two hundred dollars (\$200.00).
  - (b) Each replaced Roof Top Unit (RTU): One hundred dollars twenty-five (\$125.00).
4. Plus, all applicable Review & Inspection Fees

(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 (~~Unless Temporary~~):
  - (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.
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.
  - (b) Illuminated:
    - (1) Flat fee, per sign: Seventy-five dollars (\$75.00).
    - (2) Plus, one dollar and 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 50% of the initial review.

7. Plus, all applicable Inspection Fees.

(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 5: One hundred dollars (\$100.00)
  - (c) Hand operated, 5 floors or less: One hundred fifty (\$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: (\$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 & Inspection Fees:

(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 & 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):
      - (a) Individual Unit / Tenant Build-out: Two hundred dollars (\$200.00).
      - (b) New Building: Three hundred dollars (\$300.00).
    - (2) Civil Engineering (As-Built/Final Topography Review & 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 & Multi Family Residential (Condo Unit): Forty dollars (\$40.00).

- (b) Commercial/Nonresidential & Multi Family Res. (Common Area): Sixty dollars (\$75.00).
- 4. Temporary Occupancy Permits (TCO), fee per certificate issuance (predetermined time limits will apply, one-month term typical, 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. 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.
- 6. Work without benefit of a Permit:
  - (a) 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:
  - (b) Residential districts: Two hundred fifty dollars (\$250.00).
  - (c) Nonresidential districts, Commercial projects associated with Multifamily Residential properties: Seven hundred fifty dollars (\$750.00).
- 7. 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.
- 8. 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) Nonresidential/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) Nonresidential 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) Nonresidential 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) Nonresidential districts: One hundred fifty dollars (\$150.00).
- 9. 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).
- 10. Foundation Stabilization:
  - (a) Residential districts: One hundred dollars (\$100.00).
  - (b) Nonresidential districts: One hundred fifty dollars (\$150.00).
- 11. Grading/Fill Permits:
  - (a) Residential districts: One hundred dollars (\$100.00).
  - (b) Nonresidential districts: One hundred fifty dollars (\$150.00).
  - (c) Pond / Stream Bank Stabilization: One hundred dollars (\$100.00).
- 12. Minimum Permit Fee for any Permit (Not Otherwise Specified Above):
  - (a) Residential districts, Attached/Detached (Townhouses, Duplexes, Condo Unit): One hundred dollars (\$100.00).
  - (b) Residential districts, Including Multifamily Residential Common Areas: One hundred twenty-five dollars (\$125.00).
  - (c) Nonresidential districts: One hundred fifty dollars (\$150.00).
- 13. Construction Water:
  - (a) Residential: Two hundred dollars (\$200.00).
  - (b) Commercial: Three hundred dollars (\$300.00).
- 14. 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).
- 15. Public Right-of-Way and/or Easement Work: One hundred dollars (\$100.00).
- 16. Photometric Plan review:
  - (a) Residential: One hundred dollars (\$100.00).
  - (b) Commercial: One hundred fifty dollars (\$150.00)
- 17. 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 and 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 and 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 and fifty dollars (\$1,250.00) per acre.
  - (b) with a minimum fee of two thousand five hundred dollars (\$2,500.00).
- (b) 2<sup>nd</sup> and subsequent plan reviews shall be assessed based upon 50% of the initial fee.
- (c) All site development plan review submittals shall be accompanied by a fee calculated under the assumption that two (2) reviews will be performed. (Ord. 02-O-10, 5-13-2002)

18. 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) Alt's 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 & Replacement of Existing U/G Tanks: Two thousand dollars (\$2,000.00).
- (g) Removal of U/G Tanks, per: Three hundred dollars (\$300.00)

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

20. Plus, all applicable Review & Inspection Fees

#### **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. (Ord. 97-O-13, 5-27-1997)

(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 & Zoning Division, Building Department a minimum of Forty-Eight (48)

hours in advance to schedule the following required construction inspections: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

- (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 & 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 Storm Water 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.

(Ord. 97-O-13, 5-27-1997)

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. (Ord. 97-O-13, 5-27-1997; amd. 05-O-32, 11-14-2005)
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. (Ord. 97-O-13, 5-27-1997)

(C) Approved Inspection Agencies: The Building Official or his/her designee may accept reports of approved inspection agencies at his/her 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

(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 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.).

(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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. 97-O-13, 5-27-1997)

#### **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. (Ord. 97-O-13, 5-27-1997)

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 therefore; 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

- (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 two inches plus or minus (2" +/-) from the approved subdivision or site grading plan and that all overland storm water 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. (Ord. 97-O-13, 5-27-1997)
13. The submittal of a cash deposit to guarantee the completion of all unfinished items contingent upon the Building Official or his/her designee determination as to the appropriate amount of said deposit and the signing of the required cash deposit agreement form by the applicant. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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 or his designee, is hereby authorized and empowered to order and require the occupants to vacate the same forthwith. The Building Official or his/her designee 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 or his 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 or his 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 or his designee may temporarily close sidewalks, streets, buildings and structures, and places adjacent to such unsafe structures and prohibit the same from being used. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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. 97-O-13, 5-27-1997)

#### **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. 97-O-13, 5-27-1997)

#### **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. (Ord. 97-O-13, 5-27-1997)

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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **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. 97-O-13, 5-27-1997)

#### **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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **4-2-21: INDUSTRIAL, COMMERCIAL AND MULTI-FAMILY 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 2018 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 (1) 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 2018 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 2018 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 2018 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 this code. (Ord. 97-O-13, 5-27-1997; and. Ord. 05-O-32, 11-14-2005)

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 have no authority to waive requirements 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).

(Ord. 97-O-13, 5-27-1997)

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

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

11. Section 306.3 Factory Industrial F-2 Low-Hazard Occupancy. Amend by adding the following new Section 306.3.1:

Section 306.3.1 Classification to F-1 Moderate-Hazard Occupancy. The designation “Group F-2” shall be deleted. All factory industrial uses and occupancies classified as Group F-2 shall be classified as Group F-1. Requirements of this code specified for factory industrial Group F-1 shall apply to all factory industrial use and occupancies.

12. 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.”

13. Section 310.1 Residential Group R. Amend by adding the following new Section 310.1.1:

Section 310.1.1 Special Requirements for Use Groups R-1 & R-2: All structures wherein a separate dwelling unit or apartment is located on the second floor or above shall have exterior and load bearing walls constructed of solid masonry. All interior walls thereof separating dwelling units, corridor walls and stairway enclosures, shall be of masonry construction having at least a two (2) hour fire resistance rating. All floors thereof shall be constructed of the precast concrete type, poured concrete type, or similar noncombustible construction having at least a two (2) hour fire resistance rating.

14. Section 311.3 Low-hazard storage, Group S-2. Amend by adding the following new Section 311.3.1:

Section 311.3.1 Classification to Moderate-hazard storage, Group S-1. The designation “Group S-2” shall be deleted. All storage uses and occupancies classified as Group S-2 shall be classified as Group S-1. Requirements of this code for storage Group S-1 shall apply to all storage use and occupancies.

15. Section 406.3.2.1 Dwelling Unit Separation. Delete in its entirety and in lieu thereof substitute with the following new Section 406.3.2.1:

Section 406.3.2.1 Dwelling Unit Separation. The private garage shall be separated from the dwelling unit and its attic area by a minimum 1-hour rated fire barrier, horizontal or vertical, using minimum five-eighths inch (5/8") Type X or equivalent gypsum wallboard. Door openings between a private garage and a dwelling unit shall be equipped with a fire door in compliance with Section 715. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

16. Section 406.3.2.2 Ducts. Delete in its entirety and in lieu thereof substitute with the following new Section 406.3.2.2

Section 406.3.2.2 Ducts. Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit from the garage shall be encapsulated in construction equal to that of those walls and ceilings, and shall have no openings into the garage.

17. Section 415.6.1 Combustible dusts, grain processing and storage: Delete this section in its entirety and in lieu thereof substitute the following new Section 415.6.1:

Section 415.6.1 Combustible dusts, grain processing and storage: Buildings intended for the purpose of housing combustible dusts or grain are prohibited.

18. Section 507.3 Non-sprinklered, one story. Delete in its entirety.

19. Section 508.2.5 Separation of incidental accessory occupancies. Delete in its entirety and in lieu thereof substitute with the following new Section 508.2.5:

Section 508.2.5 Separation of incidental accessory occupancies. The incidental accessory occupancies listed in Table 508.2.5 shall be separated from the remainder of the building or equipped with an automatic fire-extinguishing system, or both, in accordance with Table 508.2.5. Where Table 508.2.5 allows the option of fire rated separation or automatic fire extinguishing protection, both options shall be used.

Exception: Incidental accessory occupancies within and serving a dwelling unit are not required to comply with this section.

20. Section 508.3 Nonseparated occupancies: Delete this section in its entirety. (All mixed occupancies shall be separated in accordance with Table 508.4)

21. 508.4.4 Separation. Revise the Section by adding the following to the end of the first sentence:

... "However, in all cases Group B Occupancies within fully sprinklered buildings shall be separated from Group F-1 and S-1 Occupancies with 1-hour Fire Barriers. Group B Occupancies within non-sprinklered buildings

shall be separated from Group F-1 and S-1 Occupancies with 2-hour Fire Barriers.

22. Section 602.1 General. Amend by adding the following new sentence to the end of the paragraph:

... “For use groups R-1 and R-2 construction see Section 310.1.1 as amended.”

23. Section 602.3 Type III. Delete in its entirety and in lieu thereof substitute with the following new Section 602.3:

Section 602.3 Type III. Type III construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies with a 2-hour rating or less. Type III construction shall be permitted for Use Group R-3 structures only.

24. Section 602.5 Type V. Delete in its entirety and in lieu thereof substitute with the following new Section 602.5:

Section 602.5 Type V. Type V construction is that type of construction in which the structural elements, exterior walls, and interior walls are of any materials permitted by this Code. Type V construction shall be permitted for Use Group R-3 structures only. Use Group R-3 structures shall contain no more than four (4) units if over and under construction is employed. Existing buildings of Type 5 construction may be converted to Use Group B only, provided the structure does not exceed two (2) stories in height, and the gross floor area does not exceed twenty-two hundred (2,200) square feet. Such buildings shall be equipped with an approved fire alarm system interconnected to an approved location providing 24-hour supervision of alarm and system trouble, and shall comply with the current Illinois Accessibility Code as if new construction.

25. Section 603.1 Allowable materials. Amend this section by deleting application number 13 in its entirety. (All blocking and backing shall be non-combustible or pressure impregnated fire retardant treated wood.)

26. Section 703.2 Fire-resistance ratings. Delete the first sentence in its entirety contained therein and in lieu thereof substitute with the following new sentence:

“The fire-resistance rating of building elements shall be determined in accordance with the test procedures set forth in ASTM E 119 and in accordance with Section 703.3.”...

27. Section 703.3 Alternative methods for determining fire resistance. Delete in its entirety and in lieu thereof substitute with the following new Section 703.3:

Section 703.3 Submittal documents. In addition to the permit submittal requirements specified in Section 106, copies of the system design from Underwriters Laboratories (UL) or other approved, independent testing agency shall be submitted to the Village, or be made a part of the construction plans submitted to the Village, for all required fire-resistance-rated assemblies and firestop systems. Sections 721 and 722 shall only be used to verify compliance of the fire resistance rated assemblies when permitted in writing by the Building Official or his/her designee.

28. Section 706.3 Materials. Delete in its entirety and in lieu thereof substitute with the following new Section 706.3 Materials:

Section 706.3 Materials. Fire walls shall be of any approved noncombustible materials.

Exceptions:

1. Buildings of type V construction
2. Use Group R-3: Fire walls shall be constructed of minimum eight inch (8") concrete masonry units when separating all multiple single-family attached dwellings in side-by-side construction.

29. Section 708.1 General. Delete Item 2 in its entirety and in lieu thereof substitute the following new Item 2:

2. Walls separating tenant spaces.

30. Section 708.1 General. Add the following exception at the end of the section:

“Exception: Group B tenants located in buildings used primarily for office uses may be separated from each other with walls designed as smoke partitions.”

31. Section 708.3 Fire-resistance rating. Delete in its entirety and in lieu thereof substitute with the following new Section 708.3:

Section 708.3 Fire-resistance rating. Fire partitions shall have a fire-resistance rating of not less than 1 hour.

Exception:

Walls and floors separating dwelling units or sleeping units in the same building shall be of masonry, poured concrete, precast concrete or similar non-combustible construction having at least a two (2) hour fire resistance rating.

32. Section 718.4. Draftstopping in Attics. Amend by adding the following new Section 718.4.2:

Section 718.4.2 Draftstopping of Overhangs and Soffits. Regardless of requirements elsewhere, overhangs, canopies, exterior soffits and similar structures shall be draftstopped in buildings of all use groups and construction types at intervals not exceeding twenty feet (20') horizontal spacing.

33. Section 721 PRESCRIPTIVE FIRE RESISTANCE. Delete in its entirety. Except when permitted in writing by the Building Official or his/her designee.

34. Section 722 CALCULATED FIRE RESISTANCE. Delete in its entirety. Except when permitted in writing by the Building Official or his/her designee.

35. Section 903.2.1 Group A. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.1:

Section 903.2.1 Group A. An automatic sprinkler system shall be provided throughout all buildings containing a Group A occupancy of 2,000 square feet or greater.

Exceptions:

1. Areas used exclusively as participant sport areas where the main floor areas located at the same level as the level of exit discharge of the main entrance and exit.
2. Only concession stands, retail areas, press boxes and other accessory use areas in Group A-5 with an area greater than 1,000 square feet shall be required to be provided with an automatic sprinkler system.
3. Where the Group A fire area is located on a floor other than a level of exit discharge serving such occupancies.

36. Section 903.2.1.1 Group A-1. Delete in its entirety.

37. Section 903.2.1.2 Group A-2. Delete in its entirety.

38. Section 903.2.1.3 Group A-3. Delete in its entirety.

39. Section 903.2.1.4 Group A-4. Delete in its entirety.

40. Section 903.2.1.5 Group A-5. Delete in its entirety.

41. Section 903.2.1.6 Assembly occupancies on roofs. Delete in its entirety.

42. Section 903.2.2 Ambulatory Care facilities. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.2:

Section 903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy of 2,000 square feet or greater.

43. Section 903.2.3 Group E. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.3:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy.

44. Section 903.2.4 Group F-1. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.4:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy of 2,000 square feet or greater.

45. Section 903.2.4.1 Woodworking operations. Delete in its entirety.

46. Section 903.2.7 Group M. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.7:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy of 2,000 square feet or greater or where a Group M occupancy is used for the display and sale of upholstered furniture.

47. Section 903.2.9 Group S-1. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.9:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy of 2,000 square feet or greater or in buildings with repair garages servicing vehicles parked in basements.

48. Section 903.2.9.1 Repair garages. Delete in its entirety.

49. Section 903.2.9.2 Bulk storage of tires. Delete in its entirety.

50. Section 903.2.10 Group S-2. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.10:

Section 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy of 2,000 square feet or greater or where enclosed parking garages are located beneath other groups.

51. Section 903.2.10.1 Commercial parking garages. Delete in its entirety.

52. Section 903.3 Installation requirements. Delete in its entirety and in lieu thereof substitute with the following new Section 903.3:

Section 903.3 Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through

903.3.8 and other chapters of this code as applicable, except that flexible sprinkler pipe or tubing shall be prohibited.

53. Section 903.3.1.1.1 Exempt locations. Delete Subsection 3 of Section 903.3.1.1.1 in its entirety and in lieu thereof substitute with the following new Subsection 3:

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling assemblies or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours when approved in writing by the Building Official or his/her designee.

54. Section 903.3.1.1.1 Exempt locations. Delete Subsection 4 of Section 903.3.1.1.1 in its entirety and in lieu thereof substitute with the following new Subsection 4:

4. In rooms or areas that are of noncombustible construction with wholly non-combustible contents when approved in writing by the Building Official or his/her designee.

55. Section 907.2 Where required—new buildings and structures. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.2:

Section 907.2 Where required—new buildings and structures. Where required all fire alarm systems shall be installed in accordance with the following:

a) An approved manual, automatic, or manual and automatic fire alarm system shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. In all cases an approved automatic fire alarm system shall be provided in buildings of Use Groups A, B, E, I, R-1, R-2, R-3 (where over and under or side-by-side construction is employed), and all buildings of mixed use, regardless of size, and all other principal buildings and individual uses over one (1) story in height or over two thousand (2,000) square feet in area, except Use Group R-4. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

b) An approved automatic fire detection system shall be installed in accordance with the provisions of this code and NFPA 72. Devices, combinations of devices, appliances and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

c) Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

56. Section 907.2.8.2 Automatic smoke detection system. Amend by adding the following new Sections 907.2.8.2.1 and 907.2.8.2.2:

Section 907.2.8.2.1. Heat detectors. Heat detectors shall be provided on every floor and in all generally unattended areas such as storage rooms, garages, elevator shafts, laundry rooms, furnace rooms, basements, attic spaces, crawl spaces and similar areas. At least one (1) shall be provided in each living unit near the bedrooms. "Rate of Rise" type heat detectors are not permitted in this application.

Section 907.2.8.2.2. Detectors within Mean of Egress components. Smoke detectors shall be provided in all stairways, exit access hallways and exit passageways.

57. Section 907.6.4 Zones. Delete in its entirety, (exclusive of Subsections 907.6.4.1 through 907.6.4.2) and in lieu thereof substitute the following new Section 907.6.4:

Section 907.6.4 Zones. Each floor shall be zoned separately, and a zone shall not exceed twenty thousand (20,000) square feet in area. The length of any zone shall not exceed two hundred feet (200') feet in any direction, unless otherwise approved by the fire code official.

58. Section 907.6.6 Monitoring. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.7.5.

Section 907.6.6 Monitoring. All fire protection systems shall transmit all alarm signals to the dispatch center serving Tri-State Fire Protection District, which may be routed through any central receiving station. All required fire alarm systems shall transmit alarm, trouble, and where specially permitted, supervisory signals (specifically where only allowed by the fire official) to a 24-hour monitoring company or Addison Consolidated Dispatch Center. Installation shall be in accordance with NFPA 72.

Exception: Supervisory service is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies
3. Automatic sprinkler systems in one- and two-family dwellings.

59. Section 912.1 Installation. Amend by adding the following new sentence to the end of the paragraph:

... “In all cases at least one Fire Department Connection with a five-inch (5”) Storz inlet shall be provided.” Where the existing fire department connection is not a 5” Storz type connection, it must be replaced with a 5” inch Storz connection. Any installation where the connection is 42” or more above grade, a 30-degree elbow shall be required. Where the connection is less than 36” above grade, a 30-degree elbow shall not be allowed. Section 912.2.1 Visible location. Amend by adding the following new sentence to the end of the paragraph:

... Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty feet (250') from the most remote point of the building perimeter to the closest fire hydrant.

60. Amend by adding the following new sentence to the end of the paragraph:

... “In all cases at least one Fire Department Connection with a five-inch (5”) Storz inlet shall be provided.”

61. Section 912.2.1 Visible location. Amend by adding the following new sentence to the end of the paragraph:

... “Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty feet (250') from the most remote point of the building perimeter to the closest fire hydrant.”

62. Table 1006.3.3(1) Stories with one exit or access to one exit for R-2 occupancies. Delete in its entirety and in lieu thereof substitute with the following new Table 1006.3.3(1)

**TABLE 1006.3.3(1)**

**STORIES WITH ONE EXIT OR ACCESS TO ONE EXIT FOR R-2 OCCUPANCIES**

STORY	OCCUPANCY	MAXIMUM NUMBER OF DWELLING UNITS	MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE (FT)
Basement, First, second or third story above grade plane	R-2 <sup>a,b</sup>	4 dwelling units	50
Fourth story above grade plane and higher	NP	NA	NA

For SI: 1 foot = 304.8 mm.

NP=Not Permitted

- a. Buildings classified as Group R-2 equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 and provided with emergency escape and rescue openings in accordance with Section 1030
- b. This table is used for R-2 occupancies consisting of dwelling units. For R-2 occupancies consisting of sleeping units, use Table 1006.3.3(2)

63. Table 1006.3.3(2) Stories with one exit or access to one exit for other occupancies. Delete in its entirety and in lieu thereof substitute with the following new Table 1006.3.3(2).

**TABLE 1006.3.3(2)**

**STORIES WITH ONE EXIT OR ACCESS TO ONE EXIT FOR OTHER OCCUPANCIES**

STORY	OCCUPANCY	MAXIMUM OCCUPANT LOAD PER STORY	MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE (FT)
First story above or below grade plane	A, B <sup>b</sup> , E, F <sup>b</sup> , M, U	20	75
	H-2, H-3	3	25
	H-4, H-5, I, R-1, R-2 <sup>a,c</sup>	10	75
	S <sup>b,d</sup>	20	100
Second story above grade plane	B, F, M, S <sup>d</sup>	20	75
Third story above grade plane and higher	NP	NA	NA

For SI: 1 foot = 304.8 mm.

NP=Not Permitted

- c. Buildings classified as Group R-2 equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 and provided with emergency escape and rescue openings in accordance with Section 1030
- d. Group B, F and S occupancies in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 shall have a maximum exit access travel distance of 100 feet.
- e. This table is used for R-2 occupancies consisting of sleeping units. For R-2 occupancies consisting of dwelling units, use Table 1006.3.3(1)
- f. The length of exit access travel distance in a Group S-2 open parking garage shall not be more than 100 feet

64. Section 1008.3.1 General. Delete in its entirety and in lieu thereof substitute with the following new Section 1008.3.1:

Section 1008.3.1 General. In the event of power failure, an emergency electrical system shall automatically illuminate the following areas:

1. Exit access corridors, passageways and aisles in rooms and spaces which require two or more means of egress, have an occupant load greater than three (3) occupants or which have an area greater than three hundred (300) square feet.
2. Exit access corridors, passageways and aisles in buildings which require two or more means of egress, have an occupant load greater than three (3) occupants or which have an area greater than three hundred (300) square feet.
3. Exterior egress components at other than the level of exit discharge until exit discharge is accomplished for buildings which require two or more means of egress, have an occupant load greater than three (3) occupants or which have an area greater than three hundred (300) square feet.
4. Interior exit discharge elements, as permitted in Section 1023.1, in buildings which require two or more means of egress, have an occupant load greater than three (3) occupants or which have an area greater than three hundred (300) square feet.
5. The portion of the exterior exit discharge immediately adjacent to exit discharge doorways in buildings which require two or more means of egress, have an occupant load greater than three (3) occupants or which have an area greater than three hundred (300) square feet.
6. All bathrooms.
7. All interior electrical panel boards, switchgear and meter enclosures.
8. Fire sprinkler main assembly.

2. Table 1006.2.1 Spaces with one exit or exit access doorway. The values in Column 2 (Maximum Occupant Load of Space) shall be modified so that Groups A, E, M, B, F and U shall have a value of twenty (20) people of 2,000 Sq. Ft. in gross area.

65. Section 1030.1 General. Delete Exception 4 in its entirety

66. 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 Illinois Energy Conservation Code – Current Version. Proof of such compliance shall be shown through the submittal of fully completed “COMcheck” compliance certificates. <  
<http://energycode.pnl.gov/COMcheckWeb/>>

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

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

69. Section 1807.1.6.3 Masonry foundation walls. Delete this section in its entirety, unless otherwise approved in writing by the Building Official or his/her designee.

70. Table 1809.7 PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION. Delete all reference to Column Three entitled "THICKNESS OF FOOTING" in its entirety and in lieu thereof the following column shall be substituted:

Thickness of Footing
The minimum thickness of footings shall be ten inches (10").

71. Section 1809.8 Plain concrete footings. Delete this section in its entirety and in lieu thereof substitute the following new Section 1805.4.2.3:

Section 1809.8 Plain concrete footings: In plain concrete the minimum footing size shall be twenty inches (20") in width and ten inches (10") in depth. For foundation walls wider than ten inches (10"), footings shall be a minimum ten inches (10") in depth and shall be no less than ten inches (10") wider than the width of the foundation wall.

72. Section 1809.9 Masonry unit footings. Delete this section in its entirety.

73. Section 1809.12 Timber footings. Delete this section in its entirety.

74. Chapter 27 ELECTRICAL SYSTEMS. Delete in its entirety. (All electrical systems shall comply with the National Electrical Code as adopted and amended by Title 4.)

75. Chapter 28 MECHANICAL SYSTEMS. Delete in its entirety. (All mechanical systems shall comply with the International Mechanical Code and the International Fuel Gas Code as adopted and amended by Title 4.)

76. 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.)

77. 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).

78. 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.

79. [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.

80. Section 3004.1 General. Delete this section in its entirety and in lieu thereof substitute the following new Section 3004.1:

Section 3004.1 General. Escalators, moving walks, conveyors, personnel hoists, material hoists, miscellaneous hoisting and elevating equipment shall comply with the provisions of this section.

81. Section 3004.3 Conveyors. Delete this section in its entirety and in lieu thereof substitute the following new Section 3004.3:

Section 3004.3 Conveyors. Conveyors and related equipment shall comply, be inspected and tested in accordance with ASME B20.1 listed in Chapter 35 and Section 3004.4 regarding personal hoists.

82. Section 3005.1 Access. Delete this section in its entirety and in lieu thereof substitute the following new Section 3005.1:

Section 3005.1 Access. An approved means of access shall be provided to elevator machine rooms and overhead machinery equipment spaces. This means of access is not to be used as a passage way through the machine room to any other areas of the building or roof.

83. 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.

84. 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.

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

Section 3303.1.1 Contactor 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.

86. 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.

87. 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.

**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 2018 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 are on file in the office of the Village Clerk.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the 2018 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 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. Delete this section in its entirety and in lieu thereof substitute the following new Section 106.6:

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 108.4 Violation penalties: Delete this section in its entirety.
6. Section 108.5 Stop work orders: 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 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).”

(Ord. 97-O-13, 5-27-1997)

7. Section 109 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 109:

#### Section 109 BOARD OF APPEALS.

Section 109.1 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 109.2 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 109.3 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 109.4 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 109.5 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 109.6 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 109.7 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 301.7 Electrical. Delete this section in its entirety and in lieu thereof substitute the following new Section 301.7:

Section 301.7 Electrical. Electrical wiring controls and connections to equipment and appliances regulated by this code shall be in accordance with the 2017 National Electrical Code as Amended.

9. Section 301.8 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.

10. Section 506.3.11 Grease duct enclosure. Delete the exception in its entirety.

11. SECTION 901 GENERAL. Amend by adding the following new Section 901.5:

Section 901.5 Unvented appliances. A 110 volt carbon monoxide detector with battery back-up power shall be installed in all rooms with unvented gas-fired appliances such as, but not limited to, room heaters, log heaters and fire places.

#### **4-2-23: RESERVED**

#### **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 storm water 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. Deletion of Section 890.1130 c) Backflow in its entirety and in lieu thereof substitute and insert the following:

"c) Backflow. A Reduced Pressure Zone (R.P.Z.) will be required on all new commercial buildings on both the fire and domestic water service."

3. 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 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.”

4. 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.”

5. Section 890.1410 Materials amend by adding the following new subsection “c”:

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

6. 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.

7. 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.

8. 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.

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

- 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 [225ILCS 320].



(C) Additional Standards and Specifications:

1. Approved Materials for Piping Chart:

<b>VILLAGE OF WILLOWBROOK</b>		
<b>APPROVED MATERIALS FOR PIPING</b>		
<b>MATERIAL TYPE:</b>	<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>
<b><u>UNDERGROUND WASTE &amp; VENT</u></b>		
Cast Iron Soil	X	X
PVC Schedule 40 (No Cell Core)	X	X
<b><u>ABOVE GROUND WASTE &amp; VENT</u></b>		
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, & K	X	X
<b><u>ABOVE GROUND STORM</u></b>		
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, & K	X	X
<b><u>UNDERGROUND WATER</u></b>		
Ductile Iron Class 52	X	X
Copper Type K	X	X
<b><u>ABOVE GROUND WATER</u></b>		
Copper Type L	X	X
Copper Type K	X	X
Revised 08/06/2015		

2. 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. (Ord. 97-O-13, 5-27-1997)
3. 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. 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. (Ord. 97-O-13, 5-27-1997)
5. 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
6. 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. 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, storm water is permitted to discharge onto flat areas, such as streets or lawns, provided that the storm water flows away from the building.
- b) Prohibited drainage. Storm water shall not be drained into sewers intended for sewage only.
- c) Tests. The conductors and the building storm drain shall be tested in accordance with the 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 (4-2-24(C)(1)).
- j) Traps.
  - 1) Main trap. Leaders and storm drains connected to a combined sewer shall be trapped. Individual storm water traps shall be installed on the storm water 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. Storm water 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 4 inches 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 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 Section 4-2-24(C)(8)(K)(1) or shall be of the flat-surface type, installed level with the deck, with an available inlet area not less than two 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).

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

DIAMETER OF LEADER (inches) <sup>a</sup>	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 m<sup>2</sup>.

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). 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) <sup>a</sup>	HORIZONTALLY PROJECTED ROOF AREA (square feet)											
	Rainfall rate (inches per hour)											
	1	2	3	4	5	6	7	8	9	10	11	12
1 <sup>3</sup> / <sub>4</sub> x 2 <sup>1</sup> / <sub>2</sub>	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
2 <sup>3</sup> / <sub>4</sub> x 4 <sup>1</sup> / <sub>4</sub>	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
3 <sup>1</sup> / <sub>2</sub> 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
3 <sup>1</sup> / <sub>2</sub> 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
3 <sup>3</sup> / <sub>4</sub> x 4 <sup>3</sup> / <sub>4</sub>	21,960	10,980	7,320	5,490	4,390	3,660	3,130	2,740	2,440	2,190	1,990	1,830
3 <sup>3</sup> / <sub>4</sub> x 5 <sup>1</sup> / <sub>4</sub>	25,520	12,760	8,500	6,380	5,100	4,250	3,640	3,190	2,830	2,550	2,320	2,120
3 <sup>1</sup> / <sub>2</sub> 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
5 <sup>1</sup> / <sub>2</sub> x 5 <sup>1</sup> / <sub>2</sub>	44,300	22,150	14,760	11,070	8,860	7,380	6,320	5,530	4,920	4,430	4,020	3,690
7 <sup>1</sup> / <sub>2</sub> x 7 <sup>1</sup> / <sub>2</sub>	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: 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 unit or less vertical in 12 units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with Table 1106.3. The minimum slope of horizontal branches shall be one-eighth unit vertical in 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
$1/8$ unit vertical in 12 units horizontal (1-percent 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-percent 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-percent 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 m<sup>2</sup>.

- 4) Vertical walls. In sizing roof drains and storm drainage piping, one-half 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 location 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.

**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
$\frac{1}{16}$ unit vertical in 12 units horizontal (0.5-percent 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
$\frac{1}{8}$ unit vertical 12 units horizontal (1-percent 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
$\frac{1}{4}$ unit vertical in 12 units horizontal (2-percent 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
$\frac{1}{2}$ unit vertical in 12 units horizontal (4-percent 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 m<sup>2</sup>.

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 4-2-24(C)(8)(L) 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. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by 4-2-24(C)(8)(F). Scuppers shall not have an opening dimension of less than 4 inches. 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 96 square feet of roof area, based on a rainfall rate of 1 inch 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 section 4-2-24(C)(1). Such drains shall not be less than 4 inches 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 4-2-24(C)(8)(Q).
- 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 4-2-24(C)(8)(Q).
- q) Sumps and Pumping Systems. Pumping system. The sump pump, pit and discharge piping shall conform to the following four (4) Sections.

- 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 18 inches in diameter and 24 inches 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 4-2-24(C)(1) 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 such as the reduced pressure zone backflow preventer or equal are installed, tested and maintained to ensure proper operation on a continuing basis. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
  - (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. (Ord. 97-O-13, 5-27-1997)

(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.

**Hydropneumatic 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

### 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"). (Ord. 97-O-13, 5-27-1997)

(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 or his designee shall routinely inspect such devices, and if they are found to be defective or inoperative, shall require the replacement thereof. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

(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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

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: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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) Each year the village will require the testing of each reduced pressure backflow preventer installed.
- (2) 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 prior to occupancy shall be required.
- (4) 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) The RPZ certification form indicating the RPZ is operating effectively and being maintained in accordance with all state and local code requirements and manufacturers 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. (Ord. 97-O-13, 5-27-1997)
- (7) 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
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. (Ord. 97-O-13, 5-27-1997)
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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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: (Ord. 97-O-13, 5-27-1997)

(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 are 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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(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. (Ord. 97-O-13, 5-27-1997)

(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) that no actual or potential hazard to the public water supply system exists: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(1) Hospitals, mortuaries, clinics, nursing homes.

(2) Laboratories.

(3) Piers, docks, waterfront facilities.

(4) Sewage treatment plants, sewage pumping stations or storm water 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. (Ord. 97-O-13, 5-27-1997)

12. Notification of Violation: 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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

#### **4-2-25: WATER WELL CODE ADOPTED:**

(A) Code 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 ILCS 30/ Part 920: Illinois Water Well Construction Code, Nov 2013 (Ord. HHS-O-0027-16, 8-9-2016; Ord. of 6-12-2018)

Illinois Water Well Pump Installation Code, 2012 edition, prepared and published by the Illinois Department of Public Health. 415 ILCS 35/ Part 925: Illinois Water Well Pump Installation Code, 1998 (Ord. HHS-O-0027-16, 8-9-2016; Ord. of 6-12-2018)

DuPage County Private, Semi Private & Non-Community Water Supply Ordinance, 2005 edition, prepared and published by the DuPage County Health Department. (Ord. HHS-O-0027-16, 8-9-2016; Ord. of 6-12-2018)

(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. 97-O-13, 5-27-1997)

#### **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. (Ord. HHS-O-0028-16, 8-9-2016; Ord. of 6-12-2018)

(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. 97-O-13, 5-27-1997)

#### **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), 2017 edition (NFPA 70-2017) 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 and now is on file in the office of the village clerk. Any reference in the NEC 2017 edition (NFPA 70-2017) to the "Authority Having Jurisdiction" shall mean the Building Official.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the National Electrical Code: (Ord. 97-O-13, 5-27-1997)

1. Article 210.6(C) 277 Volts to Ground. Delete in its entirety and in lieu thereof substitute the following new Article 210.6(C):

Article 210.6(C) 277 Volts to Ground. Circuits exceeding one hundred and twenty volts (120V), nominal, between conductors and not exceeding two hundred and seventy-seven volts (277V), nominal, to ground shall be permitted to supply the following:

- (1) Listed electric-discharge luminaires (lighting fixtures);
- (2) Listed incandescent luminaires (lighting fixtures), where supplied at one hundred and twenty volts (120V) or less from the output of a step-down autotransformer that is an integral component of the luminaire (fixture) and the outer shell terminal is electrically connected to a grounded conductor of the branch circuit;
- (3) Luminaires (lighting fixtures) equipped with mogul-base screw shell lampholders;
- (4) Lampholders, other than screw shell type, applied within their voltage ratings;
- (5) Auxiliary equipment of electric-discharge lamps; and
- (6) Cord-and-plug-connected or permanently connected utilization equipment.

In no case shall such light fixtures be mounted less than eight feet (8') above finished floor. Such circuits shall be switched at a panel board, using Type SWD breakers, or at a low-voltage relay switch.

2. Article 210.8 Ground-Fault Circuit Interrupter Protection for Personnel. Amend by adding the following new Article 210.8(F):

Article 210.8(F) All Other Areas. Ground-fault circuit-interrupter protection for personnel shall be installed on all 125-volt, single-phase, 15- and 20-ampere receptacles installed in areas where, in the opinion of the Building Official, or his agent, a potential ground-fault hazard may exist.

3. Article 210.11(C)(3) Bathroom Branch Circuits. Delete in its entirety and in lieu thereof substitute with the following new Article 210.11(C)(3):

Article 210.11(C)(3) Bathroom Branch Circuits. In addition to the number of branch circuits required by other parts of the section, a separate twenty (20) ampere branch circuit shall be provided to supply each bathroom or powder room.

4. Article 230.79(C) One-Family Dwelling. Delete in its entirety and in lieu thereof substitute with the following new Article 230-79 (C):

Article 230.79 (C) One-Family Dwelling. For a one family dwelling, the service disconnecting means shall have a rating of not less than two hundred (200) amperes, 3-wire.

5. Article 250.64 Grounding Electrode Conductor Installation. Amend by adding the following to the end of the paragraph:

“... However, the metal water piping system grounding electrode conductor for the service shall terminate at the street side of the domestic water service and shall be protected by rigid metal conduit, intermediate metal conduit, electrical metallic tubing, or approved cable armor. The grounding electrode shall be copper and the water meter shall be provided with an adequate jumper. All service grounding electrode connections shall have an identifying tag attached to the ground clamp.”

6. Article 300.1(A) All Wiring Installations. Amend by adding the following to the end of the section:

“... Where any wiring method or materials permitted by the National Electrical Code/2017 shall have been prohibited by this article, such wiring methods or materials shall be considered to be prohibited when referred to in any section, article or provisions of the National Electrical Code/2017.”

7. Article 300.4 Protection Against Physical Damage. Amend by adding the following new Article 300.4(I):

Article 300.4(I): Circuits Under Fifty Volts (50V). In all non-residential applications all wiring for circuits under fifty volts (50V) in non-accessible areas shall be installed in an approved raceway but may be run exposed in

accessible areas such as, but not limited to, spaces above dropped ceilings, attic spaces, and crawl spaces; said wiring must be properly fastened.

8. Article 300.5(D)(3) Service Conductors. Amend by adding the following sentence to the end of the paragraph:

“... Where any service conductors including secondary or subfeeder crosses under driveways, parking lots or vehicle traffic ways said conductors shall be encased in rigid metal conduit or intermediate metal conduit.”

9. Article 310.106(A) Minimum Size of Conductors. Delete in its entirety and in lieu thereof substitute with the following new Article 310.106(A):

Article 310.106(A) Minimum Size of Conductors. The minimum size of conductors shall be as shown in Table 310.106(A), except as permitted elsewhere in this code. In no case shall the size of conductors covered or under the classification of commercial or industrial applications be no less than no. 12 copper conductor.

10. Article 310.106(B) Conductor Material. Delete in its entirety and in lieu thereof substitute with the following new Article 310.106(B):

Article 310.106(B) Conductor Material. Conductors in this code shall be composed of copper only.

11. Article 320 Armored Cable; Type AC. Delete in its entirety.

12. Article 324, Flat Conductor Cable: Type FCC. Delete in its entirety

13. Article 326, Integrated Gas Spacer Cable. Type IGS: Delete in its entirety

14. Article 330.10 Uses Permitted. Delete in its entirety and in lieu thereof substitute with the following new Article 330.10:

Article 330.10 Uses Permitted. Type MC Cable shall be permitted only as prefabricated lengths for lighting control and signal circuits within dry interior locations. Such prefabricated lengths shall not be field altered.

15. Article 334 Nonmetallic-Sheathed Cable. Types NM, NMC, and NMS: Delete in its entirety.

16. Article 338, Service-Entrance Cable. Types SE and USE: Delete in its entirety.

17. Article 340 Underground Feeder and Branch-Circuit Cable. Type UF: Delete in its entirety

18. Article 352.10 Uses Permitted. Delete sub-articles (A), (C), (E), (F) and (H) in their entireties.

19. Article 353.10 Uses Permitted. Delete in its entirety and in lieu thereof substitute with the following new Article 353.10:

Article 353.10 Uses Permitted. HDPE conduit shall be permitted to be used solely in conjunction with directional boring equipment.

20. Article 354, Nonmetallic Underground Conduit with Conductors. Type NUCC: Delete in its entirety.

21. Article 356.10 Uses Permitted. Delete in its entirety and in lieu thereof substitute with the following new Article 356.10:

Article 356.10 Uses Permitted. LFNC conduit shall be permitted to be used solely where protection of the contained conductors is required from corrosive vapors, liquids and solids.

22. Article 358.10 Uses Permitted. Delete in its entirety and in lieu thereof substitute with the following new Article 358.10.

Article 358.10 Uses Permitted. The use of EMT shall be permitted for both exposed and concealed work. Exposed work shall not be subject to physical damage.

23. Article 358.12 Uses Not Permitted. Delete in its entirety and in lieu thereof substitute with the following new Article 358.12:

Article 358.12 Uses Not Permitted. EMT shall not be used under the following conditions:

- (1) Where, during installation or afterward, it will be subject to physical damage;
- (2) Where installed in wet or damp locations;
- (3) Where installed in concrete, in direct contact with the earth or in other areas subject to corrosive influences;
- (4) In cinder concrete or cinder fill;
- (5) In any hazardous (classified) location, except as permitted by Articles 502.10, 503.10 or 504.20;
- (6) For the support of luminaires (fixtures) or other equipment except conduit bodies no larger than the largest trade size of the tubing; or
- (7) Where practicable, dissimilar metals, in contact anywhere in the system shall be avoided to eliminate the possibility of galvanic action.

Exception: aluminum fittings and enclosures shall be permitted to be used with EMT where not subject to severe corrosive influences.

24. Article 362 Electrical Nonmetallic Tubing. Type ENT: Delete in its entirety

25. Article 368.2 Definition. Delete in its entirety and in lieu thereof substitute with the following new Article 368.2:

Article 368.2 Definition. Busway. A grounded metal enclosure containing factory-mounted, bare or insulated conductors, which shall be copper bars, rods or tubes.

26. Article 394 Concealed Knob-and-Tube Wiring. Delete in its entirety

27. Article 398 Open Wiring on Insulators. Delete in its entirety

28. Article 406.4 General Installation Requirements. Delete the second sentence in its entirety and in lieu thereof substitute with the following new sentence:

...“General installation requirements shall be in accordance with 406.4(A) through (G).”

29. Article 406.4 General Installation Requirements. Amend by adding the following new Article 406.4(G):

Article 406.4(G) Terminating Wires. Wires shall terminate on the respective screw terminals. The use of stab-lock connections or terminations is prohibited.

30. Article 410.36(B) Suspended Ceilings. Delete in its entirety and in lieu thereof substitute with the following new Article 410.36(B):

Article 410.36(B) Means of Support. Lighting fixtures installed in or above a suspended type ceiling shall be supported from at least two side or opposite corners to the main structure of the building.

31. Article 410.44 Methods of Grounding. Delete in its entirety and in lieu thereof substitute with the following new Article 410.44:

Article 410.44 Methods of Grounding. Fixtures and equipment shall be considered grounded where mechanically connected to an equipment grounding conductor as specified in Article 250.118 and sized in accordance with Article 250.122. Each new parking lot, drive lane, and street lighting pole shall be grounded by a separate grounding rod as well as an approved grounding conductor which shall originate in the electrical panelboard that supplies the power for the lighting pole. The grounding rods shall be a minimum of ten feet (10') in length and five-eighths inch (5/8") in diameter. All fixtures must be able to be serviced without dismantling the fixture hanging equipment.

32. Article 605.4 Wireways. Amend by adding the following new Article 605.4(A):

Article 605.4(A) Non-Metallic Wireways. Portable office partitions, such as cubicles, remountable wall systems, modular offices, etc., with non-metallic wireways shall be wired with flexible metal conduit between outlets. Partitions are to be wired to the permanent power source and approved by the Building Official or Electric Inspector. The wiring of portable office partitions shall be subject to the review of the Building Official and shall conform to all other conditions as listed in Article 605.

(C) Additional Standards and Specifications:

1. 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. 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. 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. Rigid metallic conduit or intermediate metallic conduit (IMC) shall be used in all exposed exterior installations. EMT is not permitted in this application.
5. 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. The use of PVC (RNC) is not permitted as a service entrance or service lateral conduit.
7. The use of EMT under concrete floor slabs, below grade or outdoors is prohibited.
8. 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 (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. For Commercial and Single Family Dwelling applications the minimum service size shall be two hundred (200) amperes.

11. Service Entrance: All distribution/sub-panels shall be provided with a main disconnect. (Ord. 97-O-13, 5-27-1997)

12. The use of twin, tandem or mini type breakers are not permitted.

13. 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 indentifying 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.

14. All plans must be reviewed and Approved by the Village of Willowbrook Building Official.

15. All installations must be Approved by the Building Official in the field prior to occupancy or use.

16. Every electrical panel shall contain a permanently affixed panel circuitry directory card identifying all circuits.

17. An approved nonferrous metal tag shall be attached to the grounding electrode clamp giving warning against its removal.

18. The minimum size conductor for all commercial and industrial work shall be No. 12 AWG, copper, except for individual lighting whips and in control wiring where the conductors carry only the control load.

19. All rooms with multiple entrances or exits which are more than six feet (6') apart shall utilize three-way or four-way switches unless an alternate arrangement is approved by the Building Official.

20. Exterior overhead feeders or branch circuit conductors are not permitted.

21. Outlets Required:

- (a) An outside lighting fixture controlled by an interior switch shall be installed at each exterior entrance, service door, porch, balcony, sliding glass door area, etc.
- (b) Attics shall have at least one light fixture controlled by a local wall switch on the floor below or by a switch located within the attic and placed no more than three feet (3') from the entrance of the attic.
- (c) Receptacle locations for offices and similar areas shall be located such that for all walls greater than two foot (2') in width, no point on the wall shall be more than six foot (6') horizontally from a receptacle.
- (d) All hallways greater than ten foot (10') in length and all lobbies or waiting areas shall have a least one receptacle.

22. Wiring Methods:

- (a) Ground fault circuit interrupter outlets shall be resetable at each individual outlet, except that a ground fault circuit interruption device may be used for more than one outlet if the outlets are in the same room, in accordance with the manufacturer's installation guidelines.
- (b) All light fixtures above a bathtub or in a shower must be installed with ground fault circuit interrupter protection and approved for this type of installation. Said ground fault circuit interrupter shall not disconnect any other light fixture.
- (c) No switches shall be allowed within four feet (4'), measured horizontally, from the inside wall of any tub or shower stall.
- (d) All box connectors shall be of a "thread and locknut" type.
- (e) Modular or plug together lighting shall be permitted only by special approval by the Building Official. In no way shall any modular or plug together system be mechanically inferior to standard "hard wiring" methods.

23. Exit Signs: All one hundred fifteen (115) volt illuminated exit signs shall derive their power from a separate, dedicated circuit.

24. Exterior Illuminated Signs: Each exterior illuminated sign shall have a disconnect on or within the immediate vicinity of the sign.

25. 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: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

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

(b) Nonresidential districts: Five hundred dollars (\$500.00)

#### **4-2-28: FIRE PREVENTION 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 2018 International Fire 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 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 2018 International Fire 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 102.4 Application of building code. Delete in its entirety and in lieu thereof substitute with the following new Section 102.4:

Section 102.4 Application of building code. The design and construction of new structures, as well as repairs, alterations and additions to existing structures, shall comply with the International Building Code as amended by the Village of Willowbrook. Where corresponding sections of the International Fire Code have been modified or amended within the International Building Code, the most strict application shall apply. These sections include, but are not limited to, modifications or amendments to the requirements for fire suppression systems, fire alarm systems and means of egress.

3. Section 102.10 Conflicting provisions. Delete in its entirety and in lieu thereof substitute with the following new Section 102.9:

Section 102.10 Conflicting provisions. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where there is a conflict between a corresponding

requirement in the International Fire Code and the International Building Code, the most strict application shall apply.

4. SECTION 102 APPLICABILITY. Amend by adding the following new Section 102.13:

Section 102.13 Provisions with Respect to Certain Use Group "U" Structures:

Notwithstanding any language contained in the following referenced sections to the contrary, all use group "U" structures which exceed two thousand (2,000) square feet in gross area and which are intended to be used or are used at any time for assembly purposes shall comply with all applicable sections of the adopted Building and Fire Codes.

Additionally, notwithstanding any language contained in the following referenced sections to the contrary, all use group "U" structures which exceed two thousand (2,000) square feet in gross area (whether legal, legal nonconforming or illegal) existing on the effective date hereof and which are used at any time for assembly purposes shall be brought into conformance with all applicable sections of the adopted Building and Fire Codes on or before April 1, 2000. April 1, 2000 shall, for all purposes, be deemed an appropriate amortization period for every such legal, legal nonconforming and illegal use presently existing within the corporate limits of the Village of Willowbrook. Should any such use hereafter be located within the Village of Willowbrook by reason of annexation into the Village of a lot or parcel on which such use is located, then such use shall be brought into conformance with the above referenced Sections within eleven (11) months after the date of annexation. Such eleven (11) month period shall, for all purposes, be deemed an appropriate amortization period for every such legal, legal nonconforming and illegal use so annexed to the Village.

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; and the Fire Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the Appointing Authority.

6. Section 109 BOARD OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 108:

Section 109 BOARD OF APPEALS.

Section 109.1 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 109.2 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 109.3 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 109.4 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 109.5 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 109.6 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 109.7 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 110.4 Violation Penalties. Delete this section in its entirety and in lieu thereof substitute the following new Section 109.3:

Section 110.4 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.

8. Section 202 GENERAL DEFINITIONS. Add the following new definitions:

**DEPARTMENT OF FIRE PREVENTION:** The Community Development Department Services of the Village of Willowbrook.

**CORPORATION COUNSEL:** The Village Attorney for 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.

9. Section 503.1.1 Buildings and facilities. Amend by adding the following new sentences to the end of the paragraph:

... Access roads or fire lanes for unlimited area buildings and buildings over thirty feet (30') in height may be not less than fifteen feet (15') from the buildings, unless the adjacent wall has a minimum fire resistive rating of two (2) hours. This optional design must be approved by the Fire Protection District. If the height of the building requires a greater setback to ladder the buildings, the distance from the building shall be as approved by the Fire Protection District. Access routes shall be continuous around the building. This requirement may be modified by the Fire Protection District where adequate building access openings and a complete fire suppression system are provided.

10. Section 503.2.3 Surface. Amend by adding the following new sentence to the end of the paragraph:

... In all cases the fire apparatus access road shall be designed to accommodate vehicles weighing a minimum of 80,000 pounds, or the heaviest fire department vehicle whichever is greater.

11. Section 503.3 Markings. Delete this section in its entirety and in lieu thereof substitute the following new Section 503.3.

Section 503.3 Markings. Approved signs or other approved notices or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

12. Section 506 KEY BOXES. Amend by adding the following new Section 506.3:

Section 506.3 Alarms. At the request of the owner or lessee, the Building Official or his/her designee shall permit them to install a key box tamper switch connected to the building's burglar alarm system only. Key boxes shall be installed in all commercial buildings, where access to or within a building or an area is unduly difficult because of secured openings, buildings with fire detection or suppression equipment are monitored by a 24 hour monitoring company or Addison Consolidated Dispatch Center, and where immediate access is necessary for life saving or firefighting purposes, a fire department key box shall be located and installed on the building as directed by the Fire Official. The key box shall be a type approved by the Fire Official

13. Section 507.5.1 Where required. Delete this section in its entirety and in lieu thereof substitute the following new Section 507.5.1:

Section 507.5.1 Where required. Fire hydrants shall be installed in accordance with the following:

- a. Fire hydrants shall be located along public streets, fire lanes, or access routes so that no portion of the building perimeter will be over two hundred fifty feet (250') from a public fire hydrant. Where this is not possible, hydrants shall be placed along the access route at such locations as approved by the Fire Protection District and the Building Official or his/her designee.
- b. In apartments, town houses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route at such locations as approved by the Fire Protection District and the Building Official or his/her designee.
- c. At least two (2) fire hydrants shall be located within two hundred fifty feet (250') of the building.
- d. Hydrants should be so located that:
  - i. Hydrants will be located approximately ten feet (10') from all-weather roadways. If this cannot be done, the closest part of the hydrant shall be set back a minimum of two feet (2') from the back of curb.
  - ii. Hydrants shall not be located closer than twenty-five feet (25') to a building nor more than fifty feet (50') from a fire department connection.
- e. Fire hydrants used in conjunction with water supplies shall meet the standards of the American Water Works Association standard no. C-502, and shall have two (2) two and one-half inch (2 1/2") outlets and one (1) four and one-half inch (4 1/2") outlet with auxiliary gate valves on the hydrant branch line. Threads shall be American national standard. Pumper outlets shall face roadways.
- f. Fire hydrants shall be protected from accidental damage by approved methods when located in areas subject to vehicular damage.

14.507.5.1.1 Hydrant for standpipe systems. Delete this section in its entirety and in lieu thereof substitute the following new Section 507.5.1.1

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within fifty feet (50') feet of the fire department connections.

15. Section 901.7 Systems out service. Amend by adding the following new sentence to the end of the paragraph:

... In all cases automatic fire suppression and alarm systems shall not be out of service for more than eight (8) hours without express consent of the Fire Code Official.

16. Section 903.2.1 Group A. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.1:

Section 903.2.1 Group A. An automatic sprinkler system shall be provided throughout all buildings containing a Group A occupancy of 2,000 square feet or greater.

Exceptions:

4. Areas used exclusively as participant sport areas where the main floor areas located at the same level as the level of exit discharge of the main entrance and exit.
5. Only concession stands, retail areas, press boxes and other accessory use areas in Group A-5 with an area greater than 1,000 square feet shall be required to be provided with an automatic sprinkler system.
6. Where the Group A fire area is located on a floor other than a level of exit discharge serving such occupancies.

17. Section 903.2.1.1 Group A-1. Delete in its entirety.

18. Section 903.2.1.2 Group A-2. Delete in its entirety.

19. Section 903.2.1.3 Group A-3. Delete in its entirety.

20. Section 903.2.1.4 Group A-4. Delete in its entirety.

21. Section 903.2.1.5 Group A-5. Delete in its entirety.

22. Section 903.2.2 Group B. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.2:

Section 903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy of 2,000 square feet or greater.

23. Section 903.2.3 Group E. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.3:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy.

24. Section 903.2.4 Group F-1. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.4:

Section 903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy of 2,000 square feet or greater.

25. Section 903.2.4.1 Woodworking operations. Delete in its entirety.

26. Section 903.2.5.1 General. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.5.1:

Section 903.2.5.1 General. An automatic sprinkler system shall be provided throughout all buildings containing a Group H occupancy.

27. Section 903.2.7 Group M. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.7:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy of 2,000 square feet or greater or where a Group M occupancy is used for the display and sale of upholstered furniture.

28. Section 903.2.9 Group S-1. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.9:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy of 2,000 square feet or greater or in buildings with repair garages servicing vehicles parked in basements. 2-1/2" fire hose valves shall be required in all storage occupancies with maximum travel distance of 150' to reach all areas of storage and located at man doors plus as needed in other locations in the building to achieve the coverage noted above. Calculate based on 150 psi at FDC to yield 100 psi at most remote hose valve with 250 gpm flowing - accumulate flow at 250 gpm for each additional hose valve to a maximum of 1,000 gpm if fully sprinklered building - 1,250 gpm if not. Control valves shall be required on branch lines feeding hose

valves when the branch line exceeds forty feet (40'). Hose valve systems in these one-story type storage occupancies shall be on a separate riser with control valve and flow switch.

29. Section 903.2.9.1 Repair garages. Delete in its entirety.
30. Section 903.2.9.2 Bulk storage of tires. Delete in its entirety.
31. Section 903.2.10.1 Commercial parking garages. Delete in its entirety.
32. 903.3.6 Hose threads. Amend by adding the following new sentence to the end of the paragraph:

... flexible sprinkler drops shall not be allowed. All piping shall be hard piped
33. 903.4 Sprinkler system supervision and alarms. Amend by adding the following new sentence to the end of the paragraph:

... all valves controlling the water supply for automatic sprinkler systems and water flow switches on all sprinkler systems shall be electrically supervised. No chains & locks will be allowed.
34. 905.3 Required installations. Amend by adding the following new sentence to the end of the paragraph:

... Standpipes shall be required in all buildings over two (2) stories. Locate firehose valves at intermediate landings, plus at first floor landing. And when stairwells provide roof access, then a hose valve is required at the floor landing of the highest floor. If roof access is not available from a stairway then extend at least one (1) hose valve through to the roof level unless roof slope exceeds 3 in 12. All standpipes shall be equipped with 2-1/2" hose valves with a 2-1/2" x 1-1/2" reducer and cap.
35. Section 905.3.1 Height: Amend by adding the following new sentence to the end of the paragraph:

Class I standpipe systems shall also be installed throughout buildings where the floor level of the highest story is 2 stories with 25-foot corridors in length and all buildings which are 4 stories in height, including penthouses. All standpipes shall be equipped with 2-1/2" hose valves with a 2-1/2" x 1-1/2" reducer and cap.

36. Section 907.2 Where required—new buildings and structures. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.2:

Section 907.2 Where required—new buildings and structures. Where required all fire alarm systems shall be installed in accordance with the following:

- a) An approved manual, automatic, or manual and automatic fire alarm system shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. In all cases an approved automatic fire alarm system shall be provided in buildings of Use Groups A, B, E, I, R-1, R-2, R-3 (where over and under or side-by-side construction is employed), and all buildings of mixed use, regardless of size, and all other principal buildings and individual uses over one (1) story in height or over two thousand (2,000) square feet in area, except Use Group R-4. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.
- b) An approved automatic fire detection system shall be installed in accordance with the provisions of this code and NFPA 72. Devices, combinations of devices, appliances and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.
- c) Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

37. Section 907.2.8.2 Automatic smoke detection system. Amend by adding the following new Sections 907.2.8.2.1 and 907.2.8.2.2:

Section 907.2.8.2.1. Heat detectors. Heat detectors shall be provided on every floor and in all generally unattended areas such as storage rooms, garages, elevator shafts, laundry rooms, furnace rooms, basements, attic spaces, crawl spaces and similar areas. At least one (1) shall be provided in each living unit near the bedrooms. "Rate of Rise" type heat detectors are not permitted in this application.

Section 907.2.8.2.2. Detectors within Mean of Egress components. Smoke detectors shall be provided in all stairways, exit access hallways and exit passageways.

38. Section 907.2: Add the following subsections:

Section 907.2.24: Fire alarm and detection systems for townhouses shall be installed in multiple single-family dwellings (townhouses), if the building or structure contains two (2) or more units. All fire alarm and detection systems shall be listed and installed in accordance with the provisions of NFPA 72, the IBC 2018, the IFC 2018.

39. Section 907.6.1 Wiring. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.6.1:

907.6.1 Wiring. Wiring shall comply with the requirements of NFPA 70 and NFPA 72. Wireless protection systems utilizing radio-frequency transmitting devices shall comply with the special requirements for supervision of low-power wireless systems in NFPA 72.907.6.2 power supply. The primary and secondary power supply for the fire alarm system shall be provided in accordance with NFPA 72. Add: Battery backup shall be a minimum of 72 hours.

All fire alarm wiring shall be installed in conduit on all construction except in accessible ceiling areas and in open areas more than eight foot (8') above the adjacent finished floor where the threat of physical damage does not exist. The installation methods shall allow for easy removal and replacement of each device.

40. Section 907.6.4 Zones. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.7.3:

Section 907.6.4 Zones. Except as otherwise approved by the fire official and/or the Building Official or his/her designee, each floor shall be zoned separately and a zone shall not exceed 10,000 square feet. The length of any zone shall not exceed 100 feet in any direction.

Each type of system (sprinkler, halon, alarm, etc.) shall be separately zoned. Individual dwelling units and tenant spaces (not including tenant spaces in an office building) shall have an indicator light located in an

annunciator panel. The indicator light shall operate upon activation of a detector within the tenant space.

41. Section 907.6.4.1 Zoning indicator panel. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.7.3.1:

Section 907.6.4.1 Zoning indicator/fire alarm control panel. A zoning indicator/fire alarm control panel and the associated controls shall be provided in an approved location. All zoning indicator/fire alarm control panels shall be located within climate-controlled enclosures. It shall be prohibited to install a zoning indicator/fire alarm control panel directly upon the outside exterior walls of a structure. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible-alarm silencing switch.

42. Section 907.6.6 Monitoring. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.7.5.

Section 907.6.6 Monitoring. All fire protection systems shall transmit all alarm signals to the dispatch center serving Tri-State Fire Protection District, which may be routed through any central receiving station. All required fire alarm systems shall transmit alarm, trouble, and where specially permitted, supervisory signals (specifically where only allowed by the fire official) to a 24-hour monitoring company or Addison Consolidated Dispatch Center. Installation shall be in accordance with NFPA 72.

Exception: Supervisory service is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies
3. Automatic sprinkler systems in one- and two-family dwellings.

43. 907.6.6.1 Automatic telephone-dialing devices. Delete in its entirety and in lieu thereof substitute with the following new Section 907.6.6.1

Existing automatic telephone dialing devices, used to transmit a fire protection system signal, shall be converted to a wireless signal device, or most current monitoring method required by the Village of Willowbrook, when repair of the system requires new signal equipment

or disconnected systems are placed back into service, unless otherwise approved by the Fire Code Official.

44. Section 912.1 Installation. Amend by adding the following new sentence to the end of the paragraph:

... “In all cases at least one Fire Department Connection with a five-inch (5”) Storz inlet shall be provided.” Where the existing fire department connection is not a 5” Storz type connection, it must be replaced with a 5” inch Storz connection. Any installation where the connection is 42” or more above grade, a 30-degree elbow shall be required. Where the connection is less than 36” above grade, a 30-degree elbow shall not be allowed. Section 912.2.1 Visible location. Amend by adding the following new sentence to the end of the paragraph:

... Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty feet (250') from the most remote point of the building perimeter to the closest fire hydrant.

45. Section 912.2.1 Visible location. Amend by adding the following new sentence to the end of the paragraph:

... “Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty feet (250') from the most remote point of the building perimeter to the closest fire hydrant. If the building configuration cannot be obtained the Fire Code Official may make concessions.”

(C) Enforcement and Delegation of Duties:

1. This fire prevention 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 this 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 fire prevention 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) 2 1/2-inch fire department connections with national standard threads (NST).
  - a) Each 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 14 Standpipe Class 1, with the size and location of said standpipes to be as approved by the Building Official or his/her designee. 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) Each 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. 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 substitutions to any of the provisions of this fire prevention 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 the intent of the code shall be observed, public safety secured and substantial justice done. The particulars of such modifications, 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: Except as provided elsewhere in this code, any existing building and/or structure shall be brought into compliance with all applicable provisions of this code in the following situations:

1. If the structure or building is increased in floor area or in height, the entire structure or building shall be made to conform with the requirements of this code.
2. If any portion is changed in occupancy, that portion separated by approved fire rated construction shall be made to conform with the requirements of this code.
3. If any portion is altered or remodeled in a dollar amount in excess of thirty five percent (35%) of the fair market value of the building or structure before the alteration or remodeling, the entire building structure shall be made to conform to the requirements of this code.

4. If a building or structure is damaged by fire or other cause in excess of thirty five percent (35%) of the fair market value before the damage occurred, the entire structure or building (exclusive of foundation) shall meet the requirements of the code.

#### **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. 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 59<sup>th</sup> 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 63<sup>rd</sup> 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 Du Page County Board, and as amended and added to from time to time, are hereby adopted.

#### **4-2-30: MINIMUM SECURITY CODE ADOPTED:**

##### **(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. (Ord. 97-O-13, 5-27-1997)
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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

6. Responsibility of Security: The owner or his/her agent shall be responsible for compliance with the provisions of this section.

7. Violations And Penalties: 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) 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.

(b) 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.

(c) Cylinders shall be protected with cylinder guards.

(d) Exterior sliding commercial entrances shall be secured as in subsections (B)1(a), (B)1(b), and (B)1(c) of this section.

(e) 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.

(f) 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.

- (g) 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.
- (h) 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.
- (i) Inswing doors shall have rabbited jambs.
- (j) Wood doors, not of solid core construction, or with panels therein with less than one and three-eighths inch (1 3/8") thickness, shall be covered on the inside with at least sixteen (16) gauge sheet steel or its equivalent attached with screws on minimum six-inch (6") centers.
- (k) Jambs for all doors shall be constructed or protected so as to prevent violation of the function of the strike.
- (l) 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, Sky lights 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 sixteen (16) gauge sheet steel or its equivalent, attached with screws on minimum six inch (6") centers, or at least seventeen (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 (100) watt 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. (Ord. 97-O-13, 5-27-1997)

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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

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 (1 3/4").

(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 (100) watt 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. (Ord. 97-O-13, 5-27-1997)

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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

**4-2-31: MINIMUM HOUSING CODE:**

(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. (Ord. 97-O-13, 5-27-1997)
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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
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. (Ord. 97-O-13, 5-27-1997)

(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: (Ord. 97-O-13, 5-27-1997; and. Ord. 05-O-32, 11-14-2005)
  - (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. (Ord. 97-O-13, 5-27-1997)

(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. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)
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 2018 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 (1) copy of which have 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 2018 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 Sections 102.3.1 and 102.3.2:

Section 102.3.1 Electrical. All references within this code to the "ICC Electrical Code" shall be changed to read, "National Electrical Code, 2017 Edition (NFPA 70-2017), as prepared and published by the National Fire Protection Association, Inc., and as amended by Title 4, Chapter 2, Section 27, of the Village Code." The provisions of said Electrical Code, as amended, shall apply to the installation, alteration, repair, and replacement of electrical systems, including equipment, appliances, fixtures, fittings and appurtenances thereto.

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, fittings and appurtenances thereto.

3. Section 103.5 Fees. Delete in its entirety. (Refer to Title 4, Chapter 2, Section 11, of the Village Code for Permit Fees)

4. Section 106 VIOLATIONS. Amend by adding the following new Section 106.6:

Section 106.6 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.

(Ord. 97-O-13, 5-27-1997; and. Ord. 05-O-32, 11-14-2005)

5. Section 107.3 Method of service. Delete in its entirety and in lieu thereof substitute with the following new Section 107.3:

Section 107.3 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.

6. Section 108.2 Closing of vacant structures. Delete in its entirety and in lieu thereof substitute with the following new Section 108.2:

Section 108.2 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.

7. Section 110.1 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.

8. SECTION 111 MEANS OF APPEAL. Delete in its entirety and in lieu thereof substitute with 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 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 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. 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 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.

9. SECTION 112 STOP WORK ORDERS. Delete in its entirety. (Refer to Title 4, Chapter 2, Section 13: STOP WORK ORDERS, of the Village Code.)

10.302.4 Weeds. Amend by inserting the following dimension:

... "Ten Inches (10")"

11.302.9 Defacement of property. Amend by adding the following language at the end of the last sentence:

... ", within seventy-two (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, graphs, 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. Every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than twenty-four inches (24") inches 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. 97-O-13, 5-27-1997)

#### **4-2-32: SWIMMING POOL REGULATIONS ADOPTED:**

(A) Code Adopted: Swimming pool installations shall comply with the provisions of the 2018 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 (1) 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 2018 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 Fuel Gas Code of the Village of Willowbrook, and shall be cited as such. It is referred to herein as "this code".

2. Section 105.5.3. Expiration. Delete this section in its entirety and in lieu thereof substitute the following new section:

Section 105.5.3 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 105.5.4 Extensions. Amend by deleting the last sentence of the section.

4. Section 105.6.2 Fee schedule. Delete this section in its entirety and in lieu thereof substitute the following new Section 106.6:

Section 105.6.2 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 107.4 Violation penalties. Delete this section in its entirety.
6. Section 107.5 Stop work orders. 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 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).

(Ord. 97-O-13, 5-27-1997)

7. Section 108 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 108:

Section 108 BOARD OF APPEALS.

Section 108.1 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 108.2 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 108.3 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 108.4 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 108.5 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 108.6 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 108.7 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 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 this code. (Ord. 97-O-13, 5-27-1997)

9. 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.

10. Section 305.1 General. Amend by adding the following new Section 305.1.1:

Section 305.1.1: Said barrier shall also conform in all respects with the regulations contained in Title 9 of the Village Code.

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. 97-O-13, 5-27-1997)

**4-2-33: SINGLE-FAMILY BUILDING 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, 2018, First Printing as prepared and published by the International Code Council, Inc., together with the additions, insertions, deletions and changes hereinafter set forth, one (1) 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, 2018, 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 R102 Applicability. Amend by adding the following new Sections R102.8 and R102.9:

Section R102.8 Electrical. All references within this code to "ICC Electrical Code" shall be deleted in their entirety and lieu thereof, the following language shall be substituted: "National Electrical Code, 2008, prepared and published by the National Fire Protection Association, Inc.".

Section R102.9 Plumbing. All references within this code to the ICC Plumbing Code shall be deemed changed to read the: "Illinois Plumbing Code, 2004, prepared and published by the Illinois Department of Public Health with amendments by the Village of Willowbrook".

- 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. 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. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

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 R110.3 Certificate issued. Delete in its entirety and in lieu thereof substitute the following new Section R110.3:

Section R110.3 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy.

8. 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.

9. 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.

10. 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).

(Ord. 97-O-13, 5-27-1997)

11. Section R202 DEFINITIONS. Amend by adding the following new Definition:

FIRE OFFICIAL/FIRE MARSHALL. The Building Official or his designated agent/representative.

12. 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(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDERLAYMENT REQUIREMENT <sup>b</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
25	115	NO	1	Severe	42"	Moderate to Heavy	-2	YES	09/16/2006	2000	50

13. Section R302.2 Townhouses. Delete in its entirety and in lieu thereof substitute the following new Section R302.2:

Section R302.2 Townhouses. Dwelling units in townhouses shall be separated from each other by a minimum two (2) hour fire resistance rated fire barrier constructed of minimum eight inch (8") concrete masonry units, or an equivalent concrete assembly. When the attached dwellings exceed four (4) units or 4800 square feet combined, a four (4) hour fire resistance rated fire barrier constructed of concrete masonry units, or an equivalent concrete assembly, shall be provided extending through the roof to a height of no less than thirty inches (30") above the lowest roof. The structural integrity of individual units shall be independent of other units.

14. Section R302.2.4 Parapets for townhouses. Delete the exception to item no. 2 in its entirety and in lieu thereof substitute the following new exception:

Exception: Unless otherwise required in Sections R302.2 and R302.3, a parapet is not required in the two cases above when the roof is covered with a minimum class C roof covering, and the roof decking or sheathing is of noncombustible materials or approved fire-retardant treated wood for a distance of 4 feet (1219 mm) on each side of the wall or walls, or one layer of 5/8-inch (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of 4 feet (1219 mm) on each side of the wall or walls.

15. Section R302.2.4 Parapets for townhouses. Delete item no. 3 in its entirety and in lieu thereof substitute the following new no. item 3:

3. Unless otherwise required in sections R302.2 and R302.3, a parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall not have less than a 1-hour fire-resistant rating. The wall shall be rated for exposure from both sides.

16. Section R302.2.6 Structural Independence. Delete Exception 5 in its entirety.

17. Section R302.2.6 Structural Independence. Amend by adding the following new Section R302.2.4.1:

Section R302.2.6.1 Dwelling unit separation wall. The required dwelling unit separation wall shall be self supporting and structurally independent from the framing within either dwelling unit. The collapse of the framing/structure on either side of the demising wall shall not reduce the integrity of the demising wall.

18. Section R302.3 Two-family dwellings. Delete in its entirety and in lieu thereof substitute the following new Section R302.3:

Section R302.3 Two-family dwellings. Dwelling units in two-family dwellings shall be separated from each other by a minimum two (2) hour fire resistance rated fire barrier constructed of minimum eight inch (8") concrete masonry units, or an equivalent concrete assembly. When the attached dwellings exceed 4800 square feet combined, a four (4) hour fire resistance rated fire barrier constructed of concrete masonry units, or an equivalent concrete assembly, shall be provided extending through the roof to a height of no less than thirty inches (30") above the lowest roof. The structural integrity of individual units shall be independent of other units.

19. Section R302.4.2 Membrane penetrations. Delete in its entirety and in lieu thereof substitute the following new Section R302.4.2:

Section R302.4.2 Membrane penetrations. Membrane penetrations of the required dwelling unit separation assembly are not permitted.

20. Section R302.5.1 Opening protection. Delete in its entirety and in lieu thereof substitute the following Section R302.5.1:

Section R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes are not permitted. Other openings between the garage and the residence shall be equipped with a self closing, self latching, three-quarter (¾) hour fire rated door.

21. 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.

22. 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"...

23. Section R302.13 Fire protection of floors. Delete exception #2 in its entirety

24. 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.

25. Section R310.2.2 Window sill height. Amend by changing the number 44 inches to 40 inches.

26. Section R310 EMERGENCY ESCAPE AND RESCUE OPENINGS. Amend by adding the following new Section R310.2.3.3:

Section R310.2.3.3 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.

27. 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.

28. 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 at least one (1) side of each continuous run of treads or flight with three (3) or more risers.

29. 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 twenty-four inches (24") above the floor or grade below shall have guardrails not less than thirty-six inches (36") 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 three feet (3') horizontally from the edge of the open-sided walking surface above. Insect screening shall not be considered as a *guard*.

30. Section R312.2 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.

31. 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 One and two family dwelling automatic fire sprinkler system. A limited area automatic residential fire sprinkler system shall be installed within one and two family dwellings including townhouses.

Section R313.2 Locations. Automatic sprinkler heads shall be placed in all rooms housing gas-fired mechanical appliances such as furnaces, boilers and water heaters and like appliances so as to provide coverage to all areas within ten feet (10') of any part of the gas-fired appliances.

Section R313.3 Design and installation. Limited area automatic residential fire sprinkler systems shall be designed in accordance with this Section, the 2009 International Building Code, Section 903.3.5.1.1. and the Illinois Plumbing Code as Adopted and Amended by the Village of Willowbrook.

32. Section R314.6 Power source. Amend by adding the following new wording to the end of the last sentence.

“..., and display a visible light which indicates its proper operation.”

33. Section R401.1 Application. Delete in its entirety and in lieu thereof substitute the following new Section R401.1:

Section R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) shall meet the provisions of Section R322.

34. Section R402.1 Wood foundations. Delete in its entirety.

35. Section R403.1 General. Delete in its entirety and in lieu thereof substitute the following new Section R403.1:

Section R403.1 General. All exterior walls shall be supported on continuous concrete footings, or other approved structural systems which shall be of sufficient design to support safely the loads imposed as determined from the character of the soil. Footings shall be supported on undisturbed natural soil or engineered fill. Concrete footings shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332.

36. Section R403.1.1 Minimum size. Delete in its entirety and in lieu thereof substitute the following new Section R403.1.1:

Section R403.1.1 Minimum size. Footings shall be designed in accordance with the following requirements.

1. Minimum dimension for spread footings shall be ten inches (10") deep by twenty inches (20") wide.
2. The depth of all footings shall be no less than forty-two inches (42") below grade unless otherwise permitted for floating slab construction.
3. Footings shall be reinforced where crossing or bearing on pipes, fill trenches, or other unstable ground/soil. Such reinforcing shall be designed, signed and sealed by an Illinois Licensed Design Professional.
4. Footing dimensions listed within are based upon soils of average bearing capacity of 3,000 lbs. per square foot. For soils of lesser bearing capacity or where unusual loading conditions exist, larger footings and reinforcement maybe required. Such design shall be designed, signed and sealed by an Illinois Licensed Design Professional.
5. A soils report from a geotechnical engineer shall be required after excavation and prior to the placement of any footing concrete unless deemed not required by the Building Inspector.
6. Footing must be keyed a minimum of two inches (2") into undisturbed soil, or shall be interlocked to the soil by other approved methods.
7. Trench foundations shall be a minimum of ten inches (10") wide and shall be allowed for single story frame buildings only.

37. Figure R403.1(2) Permanent wood foundation basement wall section. Delete in its entirety.

38. Figure R403.1(3) Permanent wood foundation crawl space section. Delete in its entirety.

39. Section R403.1.3.2 Slabs-on-ground with turned-down footings. Delete in its entirety and in lieu thereof substitute the following new Section R403.1.3.2:

Section R403.1.3.2 Grade beam/floating slab foundations. For wood frame construction only, detached accessory structures not intended for habitable occupancy, a grade beam/floating slab foundation design will be permitted. The foundation shall be a minimum of twelve inches (12") deep around the perimeter, a minimum of twelve inches (12") wide at the bottom of the trench, and beveled upwards at a forty-five degree (45°) angle to meet the bottom of a five inch (5") concrete floor slab. The foundation must be a minimum of six inches (6") above grade and shall have a minimum of one No. 5 bar at the top and bottom. Four inches (4") of crushed stone or equivalent shall be required as fill below the slab. The 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 and to the bottom of the foundation.

40. Section R403.1.4.1 Frost protection. Delete exception 3 in its entirety.

41. Section R403.2 Footings for wood foundations. Delete in its entirety and in lieu thereof substitute the following Section R403.2:

Section R403.2 Footings for walls, piers, posts and columns.

1. Provide a minimum of forty-two inch (42") frost protection.
2. Provide two inch by two inch (2" x 2") keyway in the top of the footing underneath the centerline of foundation walls.
3. Trench foundation shall be a minimum ten inches (10") wide and shall be allowed only for single story frame buildings.
4. For one (1) story dwellings, the minimum pier size shall be thirty inches by thirty inches by twelve inches (30" x 30" x 12"). For dwelling over one (1) story, the minimum pier size shall be thirty six inches by thirty six inches by fifteen inches (36" x 36" x 15"). In all cases, pier must be designed by an Illinois Licensed Design Professional to support all live and dead loads.
5. Pier foundations for roofed-in structures attached to the principal dwelling shall be designed, signed and sealed by an Illinois Licensed Design Professional. These structures shall be open or screened-in porches only.
6. Chimney footings for dwellings must have a minimum thickness of twelve inches (12"), with a minimum projection beyond the foundation wall of six inches (6") on each side.
7. Chimney footings must be poured integral with the wall footing when the chimney occurs in the outside wall or an interior bearing wall and must start at the level of the lowest adjacent wall footing.
8. All stoops, steps and platforms at egress areas must be supported by wing walls extending to the footing or a full frost protected foundation or other similar means acceptable to the Building Official.

42. Section R403.3 Frost protected shallow foundations. Delete in its entirety.
43. Section R404.1 Concrete and masonry foundation walls. Delete in its entirety and in lieu thereof substitute the following Section R404.1:

Section R404.1 Concrete foundation walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of this section or in accordance with the provisions of Section R404.1.2.

44. Section R404.1.1 Design Required. Delete the words "or masonry"
45. Section R404.1.2 Design of masonry foundation walls. Delete in its entirety.
46. Section R404.1.2 .1 Masonry foundation walls. Delete in its entirety.
47. Section R404.1.3 Concrete foundation walls. Amend by adding the following new exception.

Exception: In all cases concrete foundation walls shall be constructed as follows:

- a. Walls supporting wood frame construction shall be a minimum of ten inches (10") in thickness.
- b. Walls supporting masonry chimneys shall be a minimum of twelve inches (12") in thickness.

48. Section R404.2 Wood foundation walls. Delete in its entirety.
49. Section R405.1 Concrete or masonry foundations. Amend the last sentence by deleting the dimension of six inches (6") and in lieu of adding the dimension of ten inches (10").
50. Section R405.1 Concrete or masonry foundations. Amend by deleting the Exception.
51. Section R405.1 Concrete or masonry foundations. Amend by adding the following new Section 405.1.2:

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).

52. Section R405.2 Wood foundations. Delete in its entirety.
53. Section R406.3 Damproofing for wood foundations. Delete in its entirety.
54. Section R408 UNDER-FLOOR SPACE. Amend by adding the following new Section R408.8:

Section R408.8 Covering. In crawl spaces, the soil shall be leveled, covered with four inches (4") of clean gravel and continuous Class I vapor retarder in accordance with the International Building Code. All joints of

the vapor retarder shall overlap by six inches (6") and shall be sealed or taped. The edges of the vapor retarder shall extend at least six inches (6") up the foundation wall and shall be attached to the foundation wall. The vapor retarder shall then be covered with a minimum of a two inch (2") screed coat of concrete.

Crawlspaces floors shall be no less than thirty inches (30") below the bottom of floor joists and girders.

55. 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 Section M1305.1.4 for access requirements where mechanical equipment is located under floors.

56. 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.

57. SECTION R504 PRESSURE PRESREVATIVELY TREATED-WOOD FLOORS (ON GROUND). Delete in its entirety.

58. 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.

59. Table R507.4 Deck Post Height. Replace the values in the Table with new Table R507.4:

Deck Post Size	Maximum Height <sup>a,b</sup>
4 X 4	5-0 <sup>c</sup>
4 X 6	8
6 X 6	14
8 X 8	14

- a. Measured to the underside of the beam
- b. Based on 40 psf live load
- c. Measured to the top of the finished deck floor.

60. Section R507.3.2 Minimum Depth. Delete in its entirety and in lieu thereof substitute the following new Section R507.3.2.

Section R507.3.2 Minimum Depth. Minimum dimension for all post holes shall be forty two inches (42") in depth below grade, extending a minimum of four to six inches (4-6") above grade, and formed in a prefabricated tube (Sonotube or the like)

61. Section R801.3 Roof drainage. Amend by adding the following Section R801.3.1.

Section R801.3.1 Gutters and downspouts. All structures over one hundred fifty (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 (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.

62. 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.

63. Section N1101.1 Scope. Delete Chapter 11 in its entirety and in lieu thereof substitute the following new Section N1101.1

Section N1101.1 Compliance. All structures shall be designed and built in accordance with the Illinois Energy Conservation Code – Latest Edition. Additionally, in all cases verification of envelope compliance shall be achieved by the submittal of a completed REScheck Envelope Compliance Certificate.

64. Section M1601.1.1 Above-ground duct systems. Delete item number 5 in its entirety.

65. Section M1601.1.1 Above-ground duct systems. Delete item number 7 in its entirety and in lieu thereof substitute the following new item number 7:

7. Stud wall cavities and the spaces between floor joists shall not be utilized as air plenums. All air plenums shall be in approved and listed ducts.

66. Section M1601.1.1 Above-ground duct systems. Amend by adding the following new item number 9:

9. The maximum length of flexible air ducts and flexible connectors shall not exceed six feet (6').

67. Section M1601.1.2 Underground duct systems. Delete in its entirety.

68. Section G2414.1 General. Amend by adding the following new Section G2414.1.1:

Section G2414.1.1 Interior fuel gas piping materials. All interior 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.

69. Section G2445.2 Prohibited use. Amend by adding the following Section G2445.2.1:

Section G2445.2.1 Approval. Unvented appliances, including unvented fireplaces, shall be allowed only by special permission of the Building official. A 110 volt carbon monoxide detector with battery back-up power shall be installed in all rooms with unvented gas-fired appliances such as room heaters, log heaters and fire places.

70. CHAPTER 25 PLUMBING ADMINISTRATION. Delete in its entirety.

71. CHAPTER 26 GENERAL PLUMBING REQUIREMENTS. Delete in its entirety.

72. CHAPTER 27 PLUMBING FIXTURES. Delete in its entirety.

73. CHAPTER 28 WATER HEATERS. Delete in its entirety.

74. Section P2904.1 General. Delete in its entirety and in lieu thereof substitute the following new Section P2904.1:

Section P2904.1 General. Where required, limited area fire sprinkler systems shall be installed in accordance with this Section, the 2009 International Building Code, Section 903.3.5.1.1. and the Illinois Plumbing Code as Adopted and Amended by the Village of Willowbrook.

75. Section P2904.1.1 Required sprinkler locations. Delete in its entirety and in lieu thereof substitute the following new Section P2904.1.1:

Section P2904.1.1 Required sprinkler locations. Automatic sprinkler heads shall be placed in all rooms housing gas-fired mechanical appliances such as furnaces, boilers and water heaters and like appliances so as to provide coverage to all areas within ten feet (10') of any part of the gas-fired appliances. Branch supply pipe to the sprinkler head shall not have a developed length of more than twenty four inches (24") beyond the point of the tap.

76. Section P2904 DWELLING UNIT FIRE SPRINKLER SYSTEMS. Amend by adding the following new Section:

P2904.1.2 Protection of Domestic water supply. Where a limited area fire sprinkler system is installed, a single check backflow prevention device shall be provided directly after the water meter, in accordance with the Illinois Plumbing Code as Adopted and Amended by the Village of Willowbrook.

77. CHAPTER 30 SANITARY DRAINAGE. Delete in its entirety.

78. CHAPTER 31 VENTS. Delete in its entirety.

79. CHAPTER 32 TRAPS. Delete in its entirety.

80. Section P3302.1 Subsoil drains. Delete in its entirety and in lieu thereof substitute the following new Section P3302.1:

Section P3302.1 Subsoil drains. Subsoil drains (drain tile) shall be perforated plastic pipe approved for the use not less than 4" in diameter. Subsoil drains shall discharge to an approved sump pit or other approved location. The subsoil sump pit shall extend a minimum of 2" above the finished interior floor, and shall be located no less than 10' horizontally from a sanitary ejector pit.

81. Section P3303.1.2 Sump pit. Delete in its entirety and in lieu thereof substitute the following new Section P3303.1.2:

Section P3303.1.2 Sump pit. The sump pit shall not be less than 18" in diameter and 24" deep unless otherwise approved. The pit shall be accessible and located so that all drainage flows into the pit by gravity. The sump pit shall be constructed fully of formed plastic or other approved material, with a removable cover adequate to support anticipated loads in the area of use.

82. Section P3303.1.3 Electrical. Delete in its entirety.

83. Section P3303.1.4 Piping. Delete in its entirety and in lieu thereof substitute the following new Section P3303.1.4:

Section P3303.1.4 Piping. Discharge piping shall include an accessible full flow check valve. Piping and fittings shall be the same size as, or larger than, pump discharge tapping.

84. CHAPTER 34 GENERAL REQUIREMENTS. Delete in its entirety.

85. CHAPTER 35 ELECTRICAL DEFINITIONS. Delete in its entirety.

86. CHAPTER 36 SERVICES. Delete in its entirety.

87. CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENTS. Delete in its entirety.

88. CHAPTER 38 WIRING METHODS. Delete in its entirety.

89. CHAPTER 39 POWER AND LIGHTING DISTRIBUTION. Delete in its entirety.

90. CHAPTER 40 DEVICES AND LUMINAIRES. Delete in its entirety.

91. CHAPTER 41 APPLIANCE INSTALLATION. Delete in its entirety.

92. Section E4203.7 Underground Wiring. Delete in its entirety and in lieu thereof substitute the following new Section E4203.7.

Section E4203.7 Underground Wiring. Underground wiring shall not be installed under or within the area extending ten feet (10') horizontally from the inside walls of pools and outdoor hot tubs and spas except where the wiring is installed to supply pool, spa or hot tub equipment or where space limitations prevent wiring from being routed 10 feet or more horizontally from the inside walls. Where installed within 10 feet of the inside walls, the wiring method shall be a nonmetallic raceway system. The minimum raceway burial depth shall be in accordance with Table E4203.7.

93. CHAPTER 43 CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS. Delete in its entirety.

**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 2018 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 are on file in the office of the Village Clerk.

(B) Amendments: The following additions, insertions, deletions and changes are hereby made to the 2018 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 106.6 Fees. Delete this section in its entirety and in lieu thereof substitute the following new Section 106.6:

Section 106.6 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 108.4 Violation penalties. Delete this section in its entirety.
6. Section 108.5 Stop work orders. 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 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).

(Ord. 97-O-13, 5-27-1997)

7. Section 109 MEANS OF APPEALS. Delete this section in its entirety and in lieu thereof substitute the following new Section 109:

#### Section 109 BOARD OF APPEALS.

Section 109.1 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 109.2 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 109.3 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 109.4 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 109.5 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 109.6 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 109.7 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 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.

9. Section 309.2 Electrical. Delete this section in its entirety and in lieu thereof substitute the following new Section 309.2:

Section 309.2 Electrical. Electrical wiring controls and connections to equipment and appliances regulated by this code shall be in accordance with the 2017 National Electrical 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.

11. SECTION 601 GENERAL. Amend by adding the following new Section 601.2:

Section 601.2 Unvented appliances. A 110-volt carbon monoxide detector with battery back-up power shall be installed in all rooms with unvented gas-fired appliances such as room heaters, log heaters and fire places, etc.

**4-2-35: EXISTING BUILDING CODE ADOPTED:**

(B) Code Adopted: There is hereby adopted by reference as if fully set out herein that certain code known as the 2018 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 (1) 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 2018 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 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. 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. 97-O-13, 5-27-1997; and. Ord. 05-O-32, 11-14-2005)

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).

(Ord. 97-O-13, 5-27-1997)

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

FIRE OFFICIAL/FIRE MARSHALL. The Building Official or his designated agent/representative.