

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, AUGUST 24, 2020, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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

**THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:**

**Dial in Phone Number:** 312-626-6799

**Meeting ID:** 827 8448 5268

**Password:** 258296

**Written Public Comments Can Be Submitted By 5:15 pm on August 24, 2020 to mmertens@willowbrook.il.us**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Special Village Board Meeting - August 17, 2020 (APPROVE)
  - c. Warrants - \$339,158.24 (APPROVE)
  - d. MOTION - A Motion to Approve Expenditure for the DuPage County Children's Center for Fiscal Year 2020/2021 (PASS)
  - e. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)

NEW BUSINESS

6. RESOLUTION - A Resolution Authorizing the Board of Police Commissioners (BOPC) to Effect the Original Appointment of Five (5) Candidates to Fill Two (2) Existing Vacancies and Appoint Three (3) Additional Candidates to Fulfill the "COPS" Grant Requirement in the Rank of Patrol Officer Within the Village Police Department (ADOPT)
7. ORDINANCE - An Ordinance Rezoning Certain Territory and Approving a Final Plat of Subdivision. 6224 Bentley Avenue - Bentley Meadows Subdivision (PASS)
8. RESOLUTION - A Resolution Authorizing the Purchase of Bulk Untreated Rock Salt Within the Village of Willowbrook (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 17, 2020, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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

1. CALL TO ORDER

The meeting was called to order at the hour of 6:36 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Trustees, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

Also, physically present was Deputy Clerk Christine Mardegan and Chief Robert Schaller.

Absent: Village Clerk Leroy R. Hansen and Trustee Sue Berglund.

Present Via conference call, due to COVID-19 Pandemic, were Village Attorney Thomas Bastian, Administrator Brian Pabst, Assistant Village Administrator Michael Mertens, Director of Finance Carrie Dittman, Deputy Chief Lauren Kasper, and Superintendent of Public Works Joe Coons.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OMNIBUS VOTE AGENDA

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

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - August 10, 2020 (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - An Ordinance Amending Title 11, Entitled "Taxes", of the Willowbrook Municipal Code of the Village of Willowbrook, DuPage County, Illinois (PASS)RESOLUTION - A Resolution of the Village of Willowbrook

Assistant Administrator Mertens shared that several of our senior police patrol officers will soon be retiring. Due to this pending staffing adjustment, the Village finds it beneficial to consider adding additional patrol officers to help bridge the retirement gap. The current approved police department budget including twenty-three (23) sworn officers accounts for 55.7% of the Village's General Fund Expenditures.

The current Village policy is to maintain a General Fund Balance of 120 Days or higher. The General Fund balance projected for FY 20/21 is 190 Days with 23 officers budgeted.

The projected General Fund balance, should the Village hire three new officers (from 23 to 26) in FY 24/25 (after four years, is 27 days. Even without adding the additional officers, the Village General Fund balance reserve would fall below our Fund Balance Policy of 120 Days in FY 24/25, thus further highlighting the need for enhanced revenue consideration.

During the August 10, 2020 Village Board Police Staffing Workshop, staff presented six (6) options for revenue enhancements to meet the community policing and police pension obligations, along with the general day-to-day operations and capital improvements needed to keep the Village running smoothly without additional cuts to expected levels of service.

A new one (1%) percent Home Rule Sales Tax was recommended as it had the least impact on Village residents as it is estimated that most retail sales come from non-Village residents.

Home Rule Sales Tax would apply to general tangible personal property retail sales items, including packaged liquor sales.

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Home Rule Sales Tax would not affect titled property, such as vehicle sales, or general groceries, drugs, or labor-related professional services. An Ordinance passed before October 1<sup>st</sup> would go into effect on January 1<sup>st</sup> of the following year.

The Village is proposing the addition of a 1.00% Home Rule Sales Tax to be applied to the Village as a whole. If approved the Village sales tax rate would be 8.00%, and the Business District would be 9.00%; however, restaurants/bars (i.e. "places for eating") pay an additional 1.00% tax, so those rates would be 9.00% in the Village & 10.00% in the Business District.

Mayor Trilla asked if groceries are excluded from this tax and prepared foods as well?

Assistant Administrator Mertens responded that groceries are exempt but prepared foods would be taxed.

Mayor Trilla mentioned that this tax would have minimal effect on Whole Foods and Pete's Fresh Market.

Assistant Administrator Mertens stated it would affect prepared food and liquor.

Trustee Kelly asked if we could keep the places of eating tax at 9%?

Attorney Bastian stated the tax must be applied across the board.

Trustee Mistele asked what is the total impact of the new tax because of our revenue stream?

Assistant Administrator Mertens referred to the screen, stating the revenue is estimated at \$2.5 million.

Mayor Trilla asked if that number was before the pandemic or after the pandemic?

Assistant Administrator Mertens stated that was pre-pandemic projections.

Trustee Mistele asked if passed when would this begin?

Assistant Administrator Mertens stated January 1, 2021.

Attorney Bastian stated we will send a certified copy of the ordinance to the Department of Revenue.

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MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 20-0-34 as presented.

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

7. RESOLUTION - A Resolution Approving and Authorizing the Submission of a COPS Office Award Application on Behalf of Willowbrook Police Department (ADOPT)

Assistant Administrator Mertens stated, the Village of Willowbrook has approved 23 sworn officers as part of our FY 20/21 budget. The Village is currently paying 21 sworn officers with one (1) officer on a one (1) year military leave. The Village may have two new vacancies by September 2020 due to a retirement and personnel changes within the organization.

The Village of Willowbrook will be awarded a grant for three (3) new officers above the current budgeted level of 23 sworn officers - to 26 officers. The grant would be for \$375,000 in total over the course of the grant term of three (3) years. The officers must be kept on staff for four (4) years after the award of the grant. The Village is required to retain the officer position(s) awarded and not the specific officer(s). If a position funded becomes vacant during the retention period, the Village is required to take active and timely steps to fill the position. The Village should maintain documentation demonstrating that we did not delay filling the position and that the steps the Village took to fill the position were consistent with Village hiring policies and procedures.

The grant award amount is \$375,000 over three (3) years or \$41,66.67 per officer per year for three (3) years. The cost of three (3) officers for the four (4) year commitment is a minimum of \$2,201,317. If you apply the grant of \$375,000, then the financial commitment of the Village for three (3) new sworn officers above the current budgeted amount would be \$1,826,317 for the four (4)-year program.

Trustee Kelly questioned an email that was distributed this afternoon about salary, the net affect of officers leaving, retiring, and in hiring the replacement officers, we would save \$124,000 in compensation. Is that correct?

Assistant Administrator Mertens responded, the projection over the next four (4) years is that the Village would have two (2) sergeants and two (2) top- of-the-line step nine officers retire. The replacement officers would cost the Village \$325,000 over the four (4) years less the retiring officers salary at \$449,000 so the net savings in salaries is approximately \$124,000.

Trustee Mistele asked if the grant was from the Department of Justice in Washington D.C.?

Assistant Administrator Mertens stated yes, that is correct.

Trustee Mistele shared that it is normally best to stay away from Wheaton, Springfield, and Washington D.C. but I understand we need officers. At the Public Safety meeting we discussed hiring four (4) officers over a two (2) year period. The main objective is to maintain twenty-three (23) sworn officers and public safety for our community. If we did not increase the 1% sales tax, we would be unable to accept this grant.

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to pass Resolution No. 20-R-38 as presented.

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

8. ORDINANCE - An Ordinance Amending Section 5-1-1 Entitled "Creation and Composition of Department", of Chapter 1, Entitled "Police Department", of Title 5 Entitled "Police Regulations", of the Village Code of Ordinances of the Village of Willowbrook, Illinois (PASS)

Chief Schaller stated, on August 10, 2020, the Village Board held a Police Staffing Workshop at their regularly schedule board meeting. During this workshop staff provided an overview of the department, comparable community statistics, police department statistics, financial impact of staffing and revenue consideration for staffing enhancements. One of the main services that the Village supplies the community is a first-class Accredited Police Department. A hands-on customer service orientated police department is both needed and valued by our residents. As the Village completes its sixtieth (60th) anniversary as a community several of our senior police patrol officers will soon be retiring. Due to this pending staffing adjustment, the Village finds it beneficial to consider adding additional patrol officers to help bridge the retirement gap and help manage the community needs through these unique times. Based on this board directive, it is recommended that the Village Board consider updating the department makeup within the Village Code of Ordinances.

The proposed Code of Ordinance enhancement for the department makeup is listed as follows:

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There is hereby created a Police Department, an executive department of the Village. The Police Department shall consist of one (1) Chief of Police, one (1) Deputy Chief, three (3) Sergeants and patrol officers, in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (26) members.

Mayor Trilla asked are we hurting ourselves by putting a number in the ordinance?

Attorney Bastian stated if you want to increase the number, the Board will need to adopt the resolution authorizing the Board of Police Commissioners to go to the hiring process.

Trustee Kelly commented that he had a recollection that in the past when Chief Schaller was promoted to Chief there was a sergeant position created to give you a permanent rank of sergeant.

Chief Schaller responded that was a rank of sergeant if the Mayor wanted to investigate hiring a different Chief.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to pass Ordinance No. 20-0-35 as presented.

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

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal thanked the Public Works Department and the Police Department for placing the traffic monitor system on Midway. She asked Superintendent of Public Works Coons if Eleanor Place has been opened for traffic and if it has, can PW position the unit to an appropriate location on Eleanor Place.

Superintendent Coons responded that Eleanor Place has reopened, and we can relocate the traffic monitoring system onto Eleanor Place.

Trustee Neal deferred conversation to Chief Schaller who advised there is a possible location and he will send Superintendent Coons the location site tomorrow morning.

Chief Schaller offered to help to ensure it is moved to a safe spot.

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Chief Schaller offered to help to ensure it is moved to a safe spot.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund was not present.

Trustee Davi had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Deputy Clerk Mardegan had no report.

12. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

13. MAYOR'S REPORT

Mayor Trilla shared that after being on a conference call with the DuPage County Health Department, he would like to start an initiative to offer quick results for COVID testing for senior citizens.

14. CLOSED SESSION

Mayor Trilla advised there was no need for closed session at tonight's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:02 p.m.

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

MOTION DECLARED CARRIED

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PRESENTED, READ, and APPROVED.

\_, 2020.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

**W A R R A N T S**

August 24, 2020

GENERAL CORPORATE FUND	-----	\$124,603.38
WATER FUND	-----	\$206,194.84
MOTOR FUEL TAX FUND	-----	2,160.02
POLICE PENSION FUND	-----	\$6,200.00
 TOTAL WARRANTS	-----	 \$339,158.24

Carrie Dittman, Director of Finance

**APPROVED:**

Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/12/2020 - 08/25/2020

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 01 GENERAL FUND</b>							
08/14/2020	APCH	95956	PETTY CASH C/O MICHAEL MERTENS	REPUBLIC STICKER RECEIVABLE	130-214	00	453.00
08/19/2020	APCH	95957*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	375.29
				PHONE - TELEPHONES	455-201	10	157.60
				PHONE - TELEPHONES	455-201	10	157.60
				PHONE - TELEPHONES	455-201	10	58.30
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	92.11
				PHONE - TELEPHONES	455-201	20	92.11
				PHONE - TELEPHONES	630-201	30	334.43
				PHONE - TELEPHONES	630-201	30	175.99
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	92.11
				CHECK APCHK 95957 TOTAL FOR FUND 01:			2,335.54
08/19/2020	APCH	95959	ACTUATE LAW LLC	CYBER DISRUPTION	460-265	10	600.00
08/19/2020	APCH	95961	ALEXANDER EQUIPMENT COMPANY INC	MAINTENANCE - EQUIPMENT	735-411	35	68.75
08/19/2020	APCH	95962	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	1,290.00
				CHECK APCHK 95962 TOTAL FOR FUND 01:			23,765.00
08/19/2020	APCH	95964	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
08/19/2020	APCH	95965	CARROLL CONSTRUCTION SUPPLY	EQUIPMENT RENTAL	750-290	35	120.00
08/19/2020	APCH	95966	CHICAGO TRIBUNE	PRINTING & PUBLISHING	810-302	40	107.45
08/19/2020	APCH	95967*#	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER-REIMB	520-254	15	573.01
				PLAN REVIEW - ENGINEER-REIMB	520-254	15	785.56
				FEES - ENGINEERING	720-245	35	1,486.00
				FEES - ENGINEERING	720-245	35	385.00
				FEES - ENGINEERING	720-245	35	460.00
				FEES - DRAINAGE ENGINEER-REIMB	820-246	40	150.00
				CHECK APCHK 95967 TOTAL FOR FUND 01:			3,839.57
08/19/2020	APCH	95968	CINTAS CORPORATION NO 2	MAINTENANCE - PW BUILDING	725-418	35	97.76
				MAINTENANCE - PW BUILDING	725-418	35	97.76
				MAINTENANCE - PW BUILDING	725-418	35	97.76
				CHECK APCHK 95968 TOTAL FOR FUND 01:			293.28

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 01 GENERAL FUND</b>							
08/19/2020	APCH	95969*#	COMED	RED LIGHT - COM ED	630-248	30	40.83
				RED LIGHT - COM ED	630-248	30	40.56
				RED LIGHT - COM ED	630-248	30	32.24
				ENERGY - STREET LIGHTS	745-207	35	341.20
				ENERGY - STREET LIGHTS	745-207	35	37.80
				ENERGY - STREET LIGHTS	745-207	35	543.59
				CHECK APCHK 95969 TOTAL FOR FUND 01:			1,036.22
08/19/2020	APCH	95970#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	49.92
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	0.08
				CHECK APCHK 95970 TOTAL FOR FUND 01:			50.00
08/19/2020	APCH	95971	DUPAGE MAYORS AND MGRS. CONF.	OTHER RECEIPTS	310-913	00	1,000.00
08/19/2020	APCH	95973#	FALCO'S LANDSCAPING INC	CONTRACTED MAINTENANCE	570-281	20	4,960.00
				STREET & ROW MAINTENANCE	750-328	35	4,400.00
				STREET & ROW MAINTENANCE	750-328	35	4,000.00
				STREET & ROW MAINTENANCE	750-328	35	3,600.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,500.00
				CHECK APCHK 95973 TOTAL FOR FUND 01:			19,460.00
08/19/2020	APCH	95974*#	FOSTER & FOSTER, INC.	FINANCIAL SERVICES	620-252	25	500.00
08/19/2020	APCH	95975#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	891.00
				MAINTENANCE - BUILDING	466-228	10	323.03
				MAINTENANCE - BUILDING	630-228	30	1,935.53
				CHECK APCHK 95975 TOTAL FOR FUND 01:			3,149.56
08/19/2020	APCH	95976*#	H AND R CONSTRUCTION INC.	MAINTENANCE - PARK BUILDINGS - HVAC	570-228	20	217.50
				CONTRACTED MAINTENANCE	570-281	20	2,688.00
				MAINTENANCE - BUILDING	630-228	30	725.50
				STREET & ROW MAINTENANCE	750-328	35	5,565.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,080.00
				CHECK APCHK 95976 TOTAL FOR FUND 01:			11,276.00
08/19/2020	APCH	95977*#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	59.27
				MAINTENANCE - PARK BUILDINGS - HVAC	570-228	20	54.31
				MAINTENANCE SUPPLIES	570-331	20	158.63
				MAINTENANCE - BUILDING	630-228	30	13.00

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Fund: 01 GENERAL FUND							
				MAINTENANCE - PW BUILDING	725-418	35	73.06
				MAINTENANCE - VEHICLES	810-409	40	27.81
				CHECK APCHK 95977 TOTAL FOR FUND 01:			386.08
08/19/2020	APCH	95978	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
08/19/2020	APCH	95979	INDUSTRIAL ORGANIZATIONAL SOLUTI	EXAMS - WRITTEN	440-542	07	4,075.00
08/19/2020	APCH	95980	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	862.50
				CONSULTING	455-306	10	225.00
				CHECK APCHK 95980 TOTAL FOR FUND 01:			1,087.50
08/19/2020	APCH	95981#	KEVRON PRINTING & DESIGN INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	779.00
				PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	249.00
				PRINTING & PUBLISHING	610-302	25	425.70
				PRINTING & PUBLISHING	810-302	40	120.50
				CHECK APCHK 95981 TOTAL FOR FUND 01:			1,574.20
08/19/2020	APCH	95982	KIESLER'S POLICE SUPPLY INC	AMMUNITION	630-346	30	929.60
08/19/2020	APCH	95983	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
08/19/2020	APCH	95984	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10	76.50
08/19/2020	APCH	95985#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	156.93
				COPY SERVICE	810-315	40	203.88
				CHECK APCHK 95985 TOTAL FOR FUND 01:			360.81
08/19/2020	APCH	95986	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	275.80
08/19/2020	APCH	95987	MID AMERICAN WATER	MAINTENANCE - BUILDING	630-228	30	1,417.20
08/19/2020	APCH	95988	MIDCO	PHONE - TELEPHONES	455-201	10	720.00
08/19/2020	APCH	95990	PERSONNEL STRATEGIES LLC	EXAMS - PSYCHOLOGICAL	440-544	07	550.00
08/19/2020	APCH	95991	PIRTEK	MAINTENANCE - VEHICLES	735-409	35	199.30
08/19/2020	APCH	95992	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	140.50
				MAINTENANCE - STREET LIGHTS	745-223	35	1,476.70
				CHECK APCHK 95992 TOTAL FOR FUND 01:			1,617.20
08/19/2020	APCH	95993#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76

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<b>Fund: 01 GENERAL FUND</b>							
				CHECK APCHK 95993 TOTAL FOR FUND 01:			131.52
08/19/2020	APCH	95994*#	SAUBER MFG. CO	MAINTENANCE - VEHICLES	735-409	35	129.00
				VEHICLES - NEW & OTHER	765-625	35	15,063.50
				CHECK APCHK 95994 TOTAL FOR FUND 01:			15,192.50
08/19/2020	APCH	95995	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
08/19/2020	APCH	95997	SOCIETY FOR HUMAN RESOURCE MGMT	FEES/DUES/SUBSCRIPTIONS	630-307	30	219.00
08/19/2020	APCH	95998	TAMELING GRADING	STREET & ROW MAINTENANCE	750-328	35	5,330.00
08/19/2020	APCH	95999	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	189.00
08/19/2020	APCH	96000	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	1,300.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,450.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,860.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,370.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,765.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,370.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,230.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,405.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,195.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,695.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,160.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,010.00
				FEES - FIELD COURT ATTORNEY	630-241	30	840.00
				CHECK APCHK 96000 TOTAL FOR FUND 01:			17,650.00
08/19/2020	APCH	96001	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	215.00
08/19/2020	APCH	96002	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	173.43
08/19/2020	APCH	96003	ULINE	MAINTENANCE - EQUIPMENT	735-411	35	365.05
08/19/2020	APCH	96004*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	47.58
				PHONE - TELEPHONES	455-201	10	47.58
				PHONE - TELEPHONES	630-201	30	866.68
				TELEPHONES	710-201	35	118.95
				TELEPHONES	810-201	40	31.88
				CHECK APCHK 96004 TOTAL FOR FUND 01:			1,112.67
08/19/2020	APCH	96005#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	45.66

08/19/2020 03:09 PM

User: DSCHMIDT

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/12/2020 - 08/25/2020

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				COMMISSARY PROVISION	455-355	10	30.98
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	22.32
				OFFICE SUPPLIES	610-301	25	119.46
				OFFICE SUPPLIES	630-301	30	268.47
				UNIFORMS	630-345	30	113.71
				OPERATING EQUIPMENT	630-401	30	7.26
				OFFICE SUPPLIES	810-301	40	7.22
				CHECK APCHK 96005 TOTAL FOR FUND 01:			615.08
08/19/2020	APCH	96006#	WESTERN FIRST AID & SAFETY	BUILDING MAINTENANCE SUPPLIES	466-351	10	302.59
				MAINTENANCE - PW BUILDING	725-418	35	302.59
				CHECK APCHK 96006 TOTAL FOR FUND 01:			605.18
08/19/2020	APCH	96007#	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	180.75
				MAINTENANCE - VEHICLES	810-409	40	374.64
				CHECK APCHK 96007 TOTAL FOR FUND 01:			555.39
				Total for fund 01 GENERAL FUND			124,603.38

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User: DSCHMIDT

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/12/2020 - 08/25/2020

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 02 WATER FUND</b>							
08/19/2020	APCH	95957*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.11
				PHONE - TELEPHONES	401-201	50	92.11
				CHECK APCHK 95957 TOTAL FOR FUND 02:			184.22
08/19/2020	APCH	95958	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	15.60
08/19/2020	APCH	95960	ALARM DETECTION SYSTEMS INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	349.86
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	241.89
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	208.26
				CHECK APCHK 95960 TOTAL FOR FUND 02:			800.01
08/19/2020	APCH	95969*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	617.49
08/19/2020	APCH	95972	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	100.00
08/19/2020	APCH	95976*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,565.00
08/19/2020	APCH	95977*#	HOME DEPOT CREDIT SERVICES	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	49.98
08/19/2020	APCH	95989	PDC LABORATORIES INC	SAMPLING ANALYSIS	420-362	50	560.00
08/19/2020	APCH	95994*#	SAUBER MFG. CO	VEHICLES - NEW & OTHER	440-626	50	15,063.50
08/19/2020	APCH	95996	SHERIDAN PLUMBING & SEWER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,730.00
08/19/2020	APCH	96004*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	118.95
08/25/2020	APCH	179 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	181,390.09
				Total for fund 02 WATER FUND			206,194.84

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User: DSCHMIDT

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/12/2020 - 08/25/2020

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
08/19/2020	APCH	95967*	CHRISTOPHER B. BURKE	ENGINEERING	430-245	56	337.50
				ENGINEERING	430-245	56	1,822.52
				CHECK APCHK 95967 TOTAL FOR FUND 04:			2,160.02
				Total for fund 04 MOTOR FUEL TAX FUND			2,160.02

08/19/2020 03:09 PM

User: DSCHMIDT

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 08/12/2020 - 08/25/2020

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
08/19/2020	APCH	95963	ATWELL & ATWELL	LEGAL FEES	401-242	62	200.00
08/19/2020	APCH	95974*#	FOSTER & FOSTER, INC.	ACTUARY SERVICES	401-252	62	6,000.00
Total for fund 07 POLICE PENSION FUND							
6,200.00							
TOTAL - ALL FUNDS							
339,158.24							

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE EXPENDITURE FOR THE DUPAGE COUNTY CHILDREN'S CENTER FOR FISCAL YEAR 2020/2021

AGENDA NO. **5d**

AGENDA DATE: 08/24/20

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: R. Schaller /am

LEGAL REVIEW: N/A

SIGNATURE: \_\_\_\_\_

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /am

REVIEWED & APPROVED BY BOPC:      YES     NO     N/A

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

The Willowbrook Police Department has been a contributing member of the DuPage County Children's Center since 1987. The police department has used the services of the Children's Center on numerous occasions and has had successful results.

The DuPage County Children's Advocacy Center is a specialized unit of the DuPage County State's Attorney's Office. Consisting of a Director, a Deputy Chief of Investigations, criminal investigators, child protective investigators on special assignment from DCFS, case managers and a division assistant. The Children's Center investigates and processes all cases of child sexual and severe physical abuse in the County and works with children who witness violent crimes. The Children's Center relies on funding from federal, state, county, local and private sources to provide services.

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

The Public Safety Committee recommends the President and Board of Trustees approve the expenditure of \$3,000.00 for the Village of Willowbrook's continued participation with the DuPage County Children's Center.

**ACTION PROPOSED:**

Approve Motion



# DUPAGE COUNTY CHILDREN'S CENTER

422 N. County Farm Road, Wheaton, Illinois 60187  
Phone: (630) 407-2750 Fax: (630) 407-2751

## INVOICE

INVOICE # WL001  
DATE: JULY 20, 2020

TO Chief Robert Schaller  
Willowbrook Police Department  
7760 Quincy Street  
Willowbrook, IL 60527

From: Patrick Dempsey, Director  
D. Page County Children's Center

Please call to: Mary Olmstead  
Division Assistant  
Email: [Mary.Olmstead@doeaz.org](mailto:Mary.Olmstead@doeaz.org)

Make all checks payable to DuPage County Children's Center  
THANK YOU FOR YOUR CONTINUING COMMITMENT TO THE CHILDREN OF DUPAGE COUNTY.

VILLAGE OF WILLOWSBROOK

BOARD MEETING  
AGENDA ITEM - HISTORY/COMMENTARY

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

AGENDA NO. 5e

AGENDA DATE: 08/24/2020

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMISSION: YES  NO  N/A

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

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

On March 9, 2020 Illinois Governor JB Pritzker declared all counties in the State of Illinois as a disaster area, Governors Disaster Proclamation. Following the lead of Governor, J. B. Pritzker, health agencies on both the State and Federal level, and March 16, 2020 DuPage County Disaster Proclamation by DuPage County Board Chairman Dan Cronin, the Village is taking immediate steps of minimize access to the Village Hall. This action of social distancing is to prevent the spread of COVID-19. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID-19 a global pandemic. The CDC recommended that all events over 50 people be postponed or cancelled. The State of Illinois has entered Phase 4 of the Restore Illinois Plan with limited occupancy for restaurants, retail and office uses with facemask requirements and is still recommending a minimum six-foot social distancing policy. The Johns Hopkins University has reported 22,442,243 confirmed cases and 788,356 deaths worldwide and the Illinois Department of Public Health has reported 211,889 confirmed cases and 7,806 deaths that are attributable to COVID-19 as of August 20, 2020.

On July 24, 2020 Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria (attached).

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

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

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

- All actions reasonably and expeditiously necessary to respond to the local state of emergency; and

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

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

**ACTION PROPOSED: Pass the Ordinance.**



FILED  
INDEX DEPARTMENT

JUL 24 2020

SPRINGFIELD, ILLINOIS

IN THE OFFICE OF  
SECRETARY OF STATE

July 24, 2020

Executive Order 2020-48

**EXECUTIVE ORDER 2020-48**  
**(COVID-19 EXECUTIVE ORDER NO. 45)**

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 140,000 and growing, and taking the lives of thousands of residents; and,

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

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

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

WHEREAS, in addition to causing the tragic loss of more than 7,300 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, on July 24, 2020, considering the expected continuing spread of COVID-19 and the ongoing health and economic impacts that that will be felt over the coming month by people across the State, I declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, in response to the epidemic emergency and public health emergency described

**Part 1: Re-Issue of Executive Orders.**

Executive Orders 2020-03, 2020-04, 2020-07, 2020-08, 2020-09, 2020-11, 2020-12, 2020-13, 2020-15, 2020-16, 2020-17, 2020-20, 2020-21, 2020-22, 2020-23, 2020-24, 2020-25, 2020-26, 2020-27, 2020-28, 2020-29, 2020-30, 2020-31, 2020-34, 2020-35, 2020-36, 2020-42, 2020-43, and 2020-45 hereby are re-issued by this Executive Order 2020-48 as follows:

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

Sections 2 and 3 of Executive Order 2020-04 are re-issued and extended through **August 22, 2020**. Nothing in Section 2 precludes the Department of Central Management Services from designating specific points of ingress and egress and controlling traffic flow in the James R. Thompson Center for State employees, members of the public attending to State business, and members of the public patronizing the businesses and food court.

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

Section 6 of Executive Order 2020-07, as amended by Executive Order 2020-33 and Executive Order 2020-44, is re-issued and extended through **August 22, 2020**.

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

Sections 2, 3, 4, and 5 of Executive Order 2020-08, as amended by Executive Order 2020-39 and Executive Order 2020-44, are re-issued and extended through **August 22, 2020**.

**Executive Order 2020-09 (Telehealth):**

Executive Order 2020-09 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-11 (Revisions to prior Executive Orders; Department of Corrections notification period):**

Section 4 of Executive Order 2020-11 is re-issued and extended through **August 22, 2020**.

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

Sections 1, 2, and 3 of Executive Order 2020-12 are re-issued and extended through **August 22, 2020**, whereafter Section 2 shall be rescinded.

**Executive Order 2020-13 (Suspending Illinois Department of Corrections admissions from county jails):**

Executive Order 2020-13 is re-issued in its entirety and extended through **August 22, 2020**.

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

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

**Executive Order 2020-20 (Public assistance requirements):**

Executive Order 2020-20 is re-issued in its entirety and extended through **August 22, 2020**.

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

Executive Order 2020-21 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-22 (Township meetings; Funeral Directors and Embalmers Licensing Code; placements under the Child Care Act of 1969; fingerprint submissions under Health Care Worker Background Check Act):**

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

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

Executive Order 2020-23 is re-issued in its entirety and extended through **August 22, 2020**.

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

Executive Order 2020-24 is re-issued in its entirety and extended through **August 22, 2020**.

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

Executive Order 2020-25 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-26 (Hospital capacity):**

Executive Order 2020-26 is re-issued in its entirety and extended through **August 22, 2020**, whereafter Sections 2(a)-(d) and (f)-(h), 3, 4, and 5 shall be rescinded.

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

Executive Order 2020-27 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-28 (Industrial radiography certifications):**

**Executive Order 2020-30 (Filing of residential eviction actions; enforcement of non-residential eviction orders; expired consular identification documents; electronic filings for the Illinois Human Rights Commission):**

Executive Order 2020-30, as amended by Executive Order 2020-33 and as further amended and revised below, is re-issued in its entirety and extended through **August 22, 2020**, whereafter the prohibition on enforcement of orders of eviction for non-residential premises shall be rescinded.

Section 7. The provisions of Section 2 and 3 of Executive Order 2020-30, as amended by Executive Order 2020-33, prohibiting the commencement of residential eviction actions and the enforcement of orders of eviction for residential properties, shall remain in effect to allow the Illinois Housing Development Authority to distribute monetary assistance under the Emergency Rental Assistance and Emergency Mortgage Assistance programs directly to landlords or property owners on behalf of eligible tenants or, for eligible homeowners, directly to the mortgagor's loan servicer.

**Executive Order 2020-31 (Educator licensure and student graduation requirements):**

Executive Order 2020-31 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-34 (Cannabis requirements):**

Executive Order 2020-34 is re-issued in its entirety and extended through **August 22, 2020**, whereafter Section 2 shall be rescinded.

**Executive Order 2020-35 (IDPH regulatory activities):**

Sections 1 and 3-17 of Executive Order 2020-35 are re-issued and extended through **August 22, 2020**, whereafter Sections 1 and 3-13 shall be rescinded.

**Executive Order 2020-36 (Marriage licenses):**

Executive Order 2020-36 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-42 (State Fairs):**

Executive Order 2020-42 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-43 (Phase 4 Community Revitalization Order):**

Executive Order 2020-43 is re-issued in its entirety and extended through **August 22, 2020**.

**Executive Order 2020-45 (Cannabis licenses):**

Executive Order 2020-45 is re-issued in its entirety and extended through **August 22,**

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



JB Pritzker, Governor

Issued by the Governor: July 24, 2020  
Filed by the Secretary of State: July 24, 2020

FILED  
INDEX DEPARTMENT

JUL 24 2020

IN THE OFFICE OF  
SECRETARY OF STATE

**ORDINANCE NO. 20-O**

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 24<sup>th</sup> day of August, 2020.

ROLL CALL VOTE:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Leroy R. Hansen,  
Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF FIVE (5) CANDIDATES TO FILL TWO (2) EXISTING VACANCIES AND APPOINT THREE (3) ADDITIONAL CANDIDATES TO FULFILL THE “COPS” GRANT REQUIREMENT IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT	<b>AGENDA NO.</b> <b>6</b>
--	-------------------------------

<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police	<b>SIGNATURE:</b> <u>R. Schaller /m</u>
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> <u>T. Bastian /m</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>B. Pabst /m</u>
<b>REVIEWED &amp; APPROVED BY PSC:</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>N/A</b> <input type="checkbox"/>

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

Due to two patrol officer resigning from the police department two vacancies has been created, also upon acceptance of the COPS grant three additional officers will be required to fulfil the terms and conditions of the COPS grant.

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

Our current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:

Chief of Police -1

Deputy Chief of Police -1

Sergeants – 3

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (26) members

TOTAL: 26 sworn officers

Currently the total number of sworn officers is 21 in the police department.

### ACTION PROPOSED:

Adopt the Resolution, which will enable the BOPC to begin reviewing patrol officer candidates from the current eligibility register in order to hire five (5) new patrol officers.

**RESOLUTION NO. 20-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF FIVE (5) CANDIDATES TO FILL TWO (2) EXISTING VACANCIES AND APPOINT THREE (3) ADDITIONAL CANDIDATES TO FULFILL THE "COPS" GRANT REQUIREMENT IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT**

---

BE FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized to effect the original appointment of five (5) candidates to fill two (2) vacancies and appoint three (3) additional candidates to fulfill the "COPS" Grant requirement all in the rank of patrol officer within the Willowbrook Police Department.

This Resolution shall be in full force and effect upon its passage and approval, as required by law.

ADOPTED and APPROVED this 24<sup>th</sup> day of August 2020 by a roll call vote as follows:

**ROLL CALL VOTE:**

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

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

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

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

**APPROVED:**

---

Frank A. Trilla, Mayor

**ATTEST:**

---

Leroy R. Hansen, Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

An Ordinance Rezoning Certain Territory and Approving a Final Plat of Subdivision.  
6224 Bentley Avenue – Bentley Meadows Subdivision

**AGENDA NO.**

7

**AGENDA DATE:**  
08/24/20**STAFF REVIEW:** Ann Choi, Planning Consultant**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, 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 petitioner and property owner, John Jurinek of New Horizon Homes Builder Inc., is requesting to rezone the property at 6224 Bentley Avenue from the R-1 Single Family Residence Zoning District to the R-1A Single Family Residence Zoning District. The 1.13-acre subject property is currently improved with a single-family home and detached garage. The parcel measures approximately 165' by 298' with a total approximate area of 49,320 square feet. The petitioner proposes to subdivide the property into two buildable lots that comply with the minimum lot requirements of the R-1A Zoning District. The two new lots will comply in all respects with the R-1A zoning district bulk standards without variations. Each lot would measure approximately 82.74 feet by 298 feet. The proposed subdivision qualifies as a minor subdivision and can proceed directly to final plat approval, without a public hearing, but with Plan Commission review and recommendation prior to Village Board consideration. The rezoning requires a public hearing.

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

Staff has no objection to the proposed rezoning and subdivision request. The Village's Comprehensive Plan indicates that the R-1A Single-Family zoning is appropriate for this property. Another measure of appropriateness is to compare the new lot sizes with those that exist in the neighborhood. There are some precedents for lots zoned R-1A in the area to the north of the subject property as well as lots zoned R-2 directly across Bentley Avenue to the east. The lots located immediately to the north of the subject property are zoned R-1 but have lot widths of approximately 82 feet and lot areas of approximately 24,675 square feet, comparable to the proposed two lots. The request complies with the guidelines set forth in the Village's Comprehensive Plan and other land development regulations, and the requested zoning and lot configurations should have no negative impacts on surrounding land uses. The newly proposed lots will be similar to the typical lot sizes in this neighborhood. Staff's only recommendation was to include the following conditions as part of the approval:

1. The existing house and garage must be demolished prior to the plat being recorded.
2. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

The rezoning and subdivision requests were discussed at the August 5, 2020 regular meeting of the Plan Commission. There were no members of the public that came forward in support or opposition of the petition. The Plan Commission voted 6-0 in favor of the proposed petition, to forward a positive recommendation to the Village Board.

**ACTION PROPOSED:** August 10, 2020: Receive Plan Commission Recommendation.  
August 24, 2020: Consideration of Attached Ordinance.

**ORDINANCE NO. 20-O- \_\_\_\_\_**

**AN ORDINANCE REZONING CERTAIN TERRITORY AND APPROVING A FINAL  
PLAT OF SUBDIVISION  
6224 BENTLEY AVENUE – BENTLEY MEADOWS SUBDIVISION**

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**WHEREAS**, on or about June 26, 2020, John Jurinek of New Horizon Homes Builder, Inc., as applicant and owner, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village rezone the SUBJECT REALTY, and approve a Final Plat of Subdivision with respect to the SUBJECT REALTY; and

**WHEREAS**, the Village maintains a zoning ordinance which is found in Title 9, entitled "Zoning Title of the Village", of the Willowbrook Municipal Code (the "Zoning Ordinance"); and,

**WHEREAS**, a public notice was published in compliance with Section 9-15-3(A) of the Zoning Ordinance, in The Doings newspaper on July 16, 2020, which is more than fifteen (15) days but less than thirty (30) days prior to the public hearing date; a public notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY via certified mail, return receipt requested, more than fifteen (15) days but less than thirty (30) days prior to the public hearing date, in compliance with Section 9-15-3(B) of the Zoning Ordinance and state law; and public notice was provided by posting on the property a sign visible to the general public complying with the requirements of Sections 9-15-3(D) of the Zoning Ordinance, for at least fifteen (15) consecutive days prior to the public hearing date; and,

**WHEREAS**, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about August 5, 2020, all as required by the statutes of the State and the ordinances of the Village; and,

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

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook (the "Corporate Authorities") have received the recommendation of the Plan Commission pursuant to a memorandum dated August 10, 2020, a copy of which is attached hereto as Exhibit "B", which is by this reference, incorporated herein.

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

**SECTION ONE:** That the SUBJECT REALTY be and the same is hereby rezoned from the R-1 Residential District zoning classification to the R-1A Residential District zoning classification of the Village of Willowbrook.

**SECTION TWO:** That passage of this Ordinance shall constitute approval of the Final Plat of the Bentley Meadows Subdivision, as prepared by DesignTek Engineering Inc., Project No. 20-0020, consisting of two sheets dated 06/15/2020, bearing the latest revision date of 07/20/2020, and bearing the latest Surveyor's Certificate date of June 16, 2020.

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

- A. The existing house and garage must be demolished prior to the plat being recorded.
- B. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

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

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

**PASSED** and **APPROVED** this 24th day of August, 2020.

ROLL CALL VOTE:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Leroy R. Hansen,  
Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT REALTY**

PIN: 09-15-405-014

THE SOUTHEAST QUARTER OF LOT 23 IN CLARENDON HILLS ACRE ESTATES,  
BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP  
38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOFRECORDED MARCH 7, 1923 AS DOCUMENT 163397, IN DU PAGE  
COUNTY, ILLINOIS.

## EXHIBIT B

### PLAN COMMISSION RECOMMENDATION

### MEMORANDUM

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 10, 2020

SUBJECT: **Zoning Hearing Case 20-06:** Bentley Meadows Subdivision, 6224 Bentley Avenue, Willowbrook, Illinois. Consideration of a petition to rezone the subject property from the R-1 Single Family Residence District to the R-1A Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision).

At the regular meeting of the Plan Commission held on August 5, 2020, the above referenced application was discussed and the following motion was made:

MOTION: Made by Walec and seconded by Ruffolo that based on the submitted petition and testimony provided, I move that the Plan Commission recommend to the Village Board to rezone the property located at 6224 Bentley Avenue from the R-1 zoning district to the R-1A zoning district; that the Plan Commission has reviewed the Final Plat of Subdivision for Bentley Meadows and recommends approval of a Final Plat of Subdivision bearing the latest revision date of July 20, 2020, for PC 20-06 for the August 5, 2020 Plan Commission meeting, subject to the conditions of approval and plans listed in the Staff Report prepared for PC 20-06 for the August 5, 2020 Plan Commission meeting:

1. The existing house and garage must be demolished prior to the plat being recorded.
2. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

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

MOTION DECLARED CARRIED

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

DK:jp



**Village of Willowbrook**  
Staff Report to the Village Board

<b>Village Board</b>																
<b>Receive:</b>	August 10, 2020															
<b>Vote:</b>	August 24, 2020															
<b>Plan Commission Date:</b>	August 5, 2020															
<b>Prepared By:</b>	Ann Choi, Village Planning Consultant															
<b>Case Title:</b>	<b>Zoning Hearing Case No. 20-06: Bentley Meadows Subdivision and Rezoning</b>															
<b>Applicant:</b>	John Jurinek/New Horizon Homes Builder, Inc.															
<b>Action Requested:</b>	A rezone of the subject property from the R-1 Single Family Residence District to the R-1A Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision).															
<b>Applicable Regulations:</b>	Comprehensive Plan, Zoning Ordinance, Subdivision Regulations															
<b>Location:</b>	6224 South Bentley Avenue, Willowbrook IL 60527															
<b>PINs:</b>	09-15-405-014															
<b>Existing Zoning:</b>	R-1 Single Family Residence District															
<b>Proposed Zoning:</b>	R-1A Single Family Residence District															
<b>Existing Land Use:</b>	Low Density Residential (1-2 du/acre)															
<b>Property Size:</b>	1.13 acres															
<b>Surrounding Land Use:</b>	<table><thead><tr><th></th><th><b>Use</b></th><th><b>Zoning</b></th></tr></thead><tbody><tr><td>North</td><td>Single Family Residence</td><td>R-1</td></tr><tr><td>South</td><td>Single Family Residence</td><td>R-1</td></tr><tr><td>East</td><td>Single Family Residence</td><td>R-2</td></tr><tr><td>West</td><td>Residential</td><td>Unincorporated</td></tr></tbody></table>		<b>Use</b>	<b>Zoning</b>	North	Single Family Residence	R-1	South	Single Family Residence	R-1	East	Single Family Residence	R-2	West	Residential	Unincorporated
	<b>Use</b>	<b>Zoning</b>														
North	Single Family Residence	R-1														
South	Single Family Residence	R-1														
East	Single Family Residence	R-2														
West	Residential	Unincorporated														
<b>Documents Attached:</b>	Attachment 1: Public Hearing Notice Attachment 2: Legal Description Attachment 3: Plat of Survey Attachment 4: Final Plat of Subdivision, bearing the latest revision date of 7/20/20 Attachment 5: Engineer's Review Letters (CBBEL) Attachment 6: Letter(s) Received															

**Necessary Action by  
Village Board:**

Consideration of Attached Ordinance.



## Background

### Site Description

The 1.13-acre subject property is currently improved with a single-family home. The parcel measures approximately 165' by 298' with a total approximate area of 49,320 square feet. The parcel was platted in DuPage County as part of The Clarendon Hills Acre Estates Subdivision. It consists of six (6) lots of varying widths.

### Development Proposal

The petitioner and property owner, John Jurinek of New Horizon Homes Builder Inc. ("Applicant"), is requesting to rezone the property at 6224 Bentley Avenue from the R-1 Single Family Residence Zoning District to R-1A Single Family Residence Zoning District. The Applicant further proposes to subdivide the property into two buildable lots that comply with the minimum lot requirements of the R-1A Zoning District. The two new lots will comply in all respects with the R-1A zoning district bulk standards without variations.

Pursuant to the Subdivision Regulations, the proposed subdivision qualifies as a minor subdivision and can proceed directly to final plat approval, without a public hearing, but with Plan Commission review and recommendation prior to Village Board consideration.

## Staff Analysis

### Appropriateness of Use

Single-family detached homes are permitted uses in the R-1A district. The bulk regulations for the R-1A district are provided in the chart below. Both proposed lots meet these minimum requirements.

Bulk Standard	R-1	R-1A	Proposed		Departure
			Lot 1	Lot 2	
Lot Area	30,000 sq. ft.	17,000 sq. ft.	24,663 sq. ft.	24,664 sq. ft.	None.
Lot Width	100 ft.	80 ft.	82.74 ft.	82.74 ft.	None.
Lot Width (corner lot)	125 feet	110 feet	Not Applicable.		None.
Lot Depth	150 ft.	150 ft.	298.06 ft.	298.07 ft.	None.
Front Yard Setback	60 ft.	50 ft.	50 ft.	50 ft.	None.
Interior Side Yard Setback	10% or 15 ft.	10% or 10 ft.	10 ft.	10 ft.	None.
Exterior Side Yard Setback	50 ft.	40 ft.	Not Applicable.		None.
Rear Yard Setback	50 ft.	40 ft.	40 ft.	40 ft.	None.

### Subdivision Improvements

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

### Easements

Section 10-4-2(C) of the Village Code includes side and rear yard easement requirements for both interior and perimeter lots within a subdivision. Pursuant to the Subdivision Regulations, five-foot (5') interior side yard easements, ten-foot (10') peripheral side yard easements, and twenty-foot (20') peripheral rear yard easements are required and are reflected in the proposed plat.



### **Drainage and Storm Water Management**

There is no floodplain located on the subject property.

### **Proposed Post-Construction Best Managements Practice (PCBMPs)**

The provision of final engineering on a subdivision this small that does not include public improvements is difficult until the actual house permit is submitted. According to the Village Engineer's initial review letter General Comment #7 (attached), the Village presumes that the net new impervious area from the two lots will be such that PCBMPs will be required, and that each lot will provide the required volume control with the construction of each house. Per the Village Engineer's recommendation, a note to this effect has been included on the plat.

### **Existing Improvements to be Demolished prior to Plat Recording**

Because the existing home straddles may interfere with the required easements, a condition is recommended that requires demolition of the house and the garage on the property prior to the recordation of the plat. It is staff's understanding that the petitioner has already submitted a demolition permit with the Village's building department.

### **Comprehensive Plan/Compatibility**

The Village of Willowbrook's Comprehensive Plan indicates that the R-1A Single-Family zoning is appropriate for this property. Another measure of appropriateness is to compare the new lot sizes with those that exist in the neighborhood. There are some precedents for lots zoned R-1A in the area to the north of the subject property as well as lots zoned R-2 directly across Bentley Avenue to the east. The lots located immediately to the north of the subject property are zoned R-1 but have lot widths of approximately 82 feet and lot areas of approximately 24,675 square feet, comparable to the proposed two lots.

Lot 1 – 24,663 square feet

Lot 2 – 24,664 square feet

### **Public Hearing and Recommendation**

The Plan Commission conducted a public hearing on this petition at their August 5, 2020 meeting. Due to the COVID-19 pandemic, the public hearing was held virtually and members of the public were given the opportunity to call into the Village's phone line. The following members were in attendance: Chairman Dan Kopp, Vice Chairman Wagner, Commissioners Ruffalo, Kaucky, Soukup and Walec. Commissioner Remkus was absent. There were no members of the public that came forward with public comments.

The Plan Commission did not express any opposition to the proposed rezoning or subdivision request. The Plan Commission voted 6-0 of the members present in favor of the proposed text amendments, to forward a positive recommendation to the Village Board.

### **Communications Received – Letters Concerns Identified**

Planning staff received one letter from a resident of Willowbrook who resides at 6216 Bentley Avenue, the property located directly to the north of the subject property. This resident was concerned about dust from the demolition of the existing structures on the subject property and suggested that the petitioner be responsible for the cleanup of any dust that would accumulate on her property. The resident was also concerned about the existing landscaping on the subject property that had been improperly maintained over the years and requested that the petitioner either relocate the existing bushes straddling her property line or the petitioner should be responsible for the maintenance of the bushes on her property. Lastly, the resident



also requested that the construction of any new homes on the subject property should avoid causing flooding on her property.

**Staff Response:** The Village has already advised the general contractor of keeping dust to a minimum during demolition and a water tank was confirmed to be on-site as a dust prevention measure. Ten-foot (10') wide public utility and drainage easements are required along the north and south lot lines as a requirement of the subdivision and are intended to mitigate flooding issues. Any landscaping such as the bushes along the north property line within the required drainage easement will likely be removed.

The letter identifying the concerns of the resident are included as **Attachment 6** of this staff report.

### **Staff Recommendation**

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

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

1. The existing house and garage must be demolished prior to the plat being recorded.
2. The subdivider shall provide a mylar of the Final Plat of Subdivision with all required signatures (other than those of the Village officials) within sixty (60) days of approval by the Village Board.

### **Sample Motion**

Based on the submitted petition and testimony provided, I move that the Plan Commission **recommend** to the Village Board to rezone the **property** located at 6224 Bentley Avenue from the R-1 **zoning** district to the R-1A zoning district; that the Plan Commission has reviewed the Final Plat of Subdivision for Bentley Meadows and recommends approval of a Final Plat of Subdivision bearing the latest revision date of July 20, 2020, for PC 20-06 for the August 5, 2020 Plan Commission **meeting**, subject to the conditions of approval and plans listed in the Staff Report prepared for PC 20-06 for the August 5, 2020 Plan Commission **meeting**.



**Attachment 1**  
**Public Hearing Notice (3 pages)**

**NOTICE OF PUBLIC HEARING**  
**ZONING HEARING CASE NO. 20-06**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on August 5, 2020 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, the Village will be utilizing a call-in number. Once available, access instructions will be provided on the Village of Willowbrook's Plan Commission website below:  
<https://www.willowbrookil.org/Archive.aspx?AMID=44>.

The purpose of this public hearing shall be to consider a petition for a map amendment to rezone the subject property from the R-1 Single Family Residence District to the R-1A Zoning Single Family Residence District, and review and recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision) and approval of a written recommendation regarding a Final Plat of Subdivision for 6224 South Bentley Avenue, Willowbrook, Illinois (minor subdivision for a two residential lot subdivision). The Final Plat of Subdivision will create two lots suitable for single-family homes on property legally described as follows:

THE SOUTHEAST QUARTER OF LOT 23 IN CLARENDON HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1923 AS DOCUMENT 163397, IN DU PAGE COUNTY, ILLINOIS.

PINs: 09-15-405-014

ADDRESS: 6224 Bentley Avenue, Willowbrook, Illinois 60527

The applicant for this petition is John Jurinek of New Horizon Homes Builder, Inc., 9S737 William Drive, Willowbrook, IL 60527.

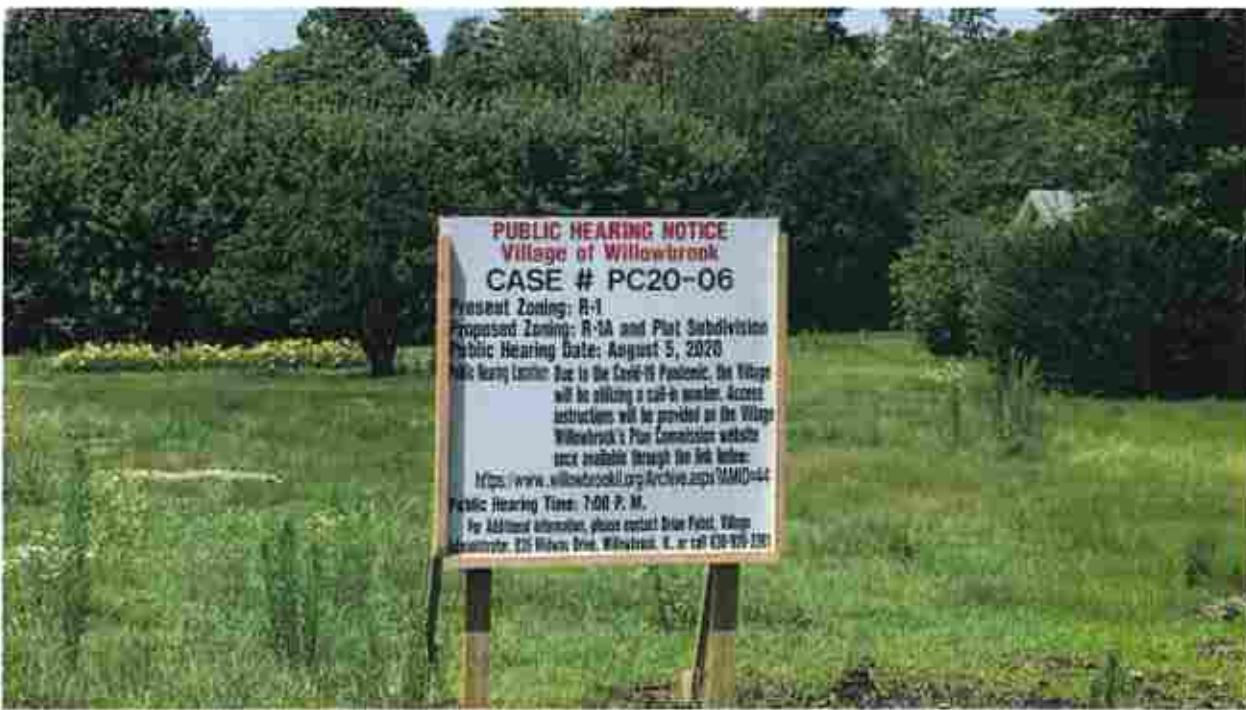
Copies of the application and related documentation are on file in the office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Roy Giuntoli, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting. All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:30pm on August 5, 2020 to [planner@willowbrook.il.us](mailto:planner@willowbrook.il.us). This hearing may be recessed to another date if not concluded on the evening scheduled.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

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

Published in the July 16, 2020 edition of *The Doings* Newspaper.







**Attachment 2**  
**Legal Description (1 page)**

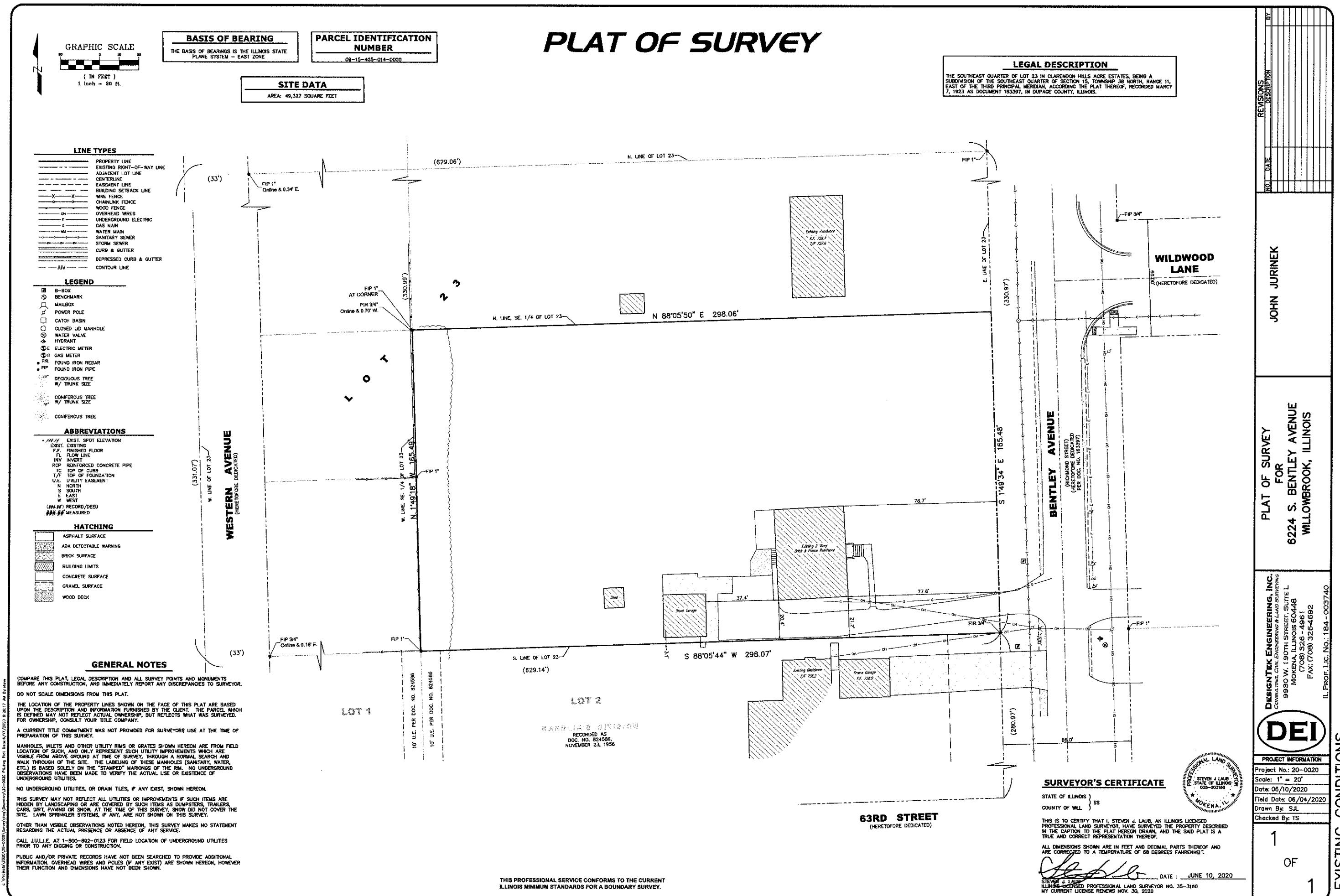
The property contained in this Instrument is legally described as follows:

The Southeast Quarter of Lot 23 in Clarendon Hills Acre Estates, Being a Subdivision of the Southeast Quarter of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 7, 1923 as Document 163397, in Du Page County, Illinois.

This property is commonly known as 6224 Bentley Avenue, Willowbrook, Illinois 60527. Permanent Tax Parcel Number 09-15-405-014.



**Attachment 3**  
Plat of Survey (1 sheet)





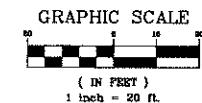
**Attachment 4**  
**Final Plat of Subdivision (2 sheets)**

# FINAL PLAT

OF

## BENTLEY MEADOWS

RESERVED FOR THE DUPAGE  
COUNTY RECORDER



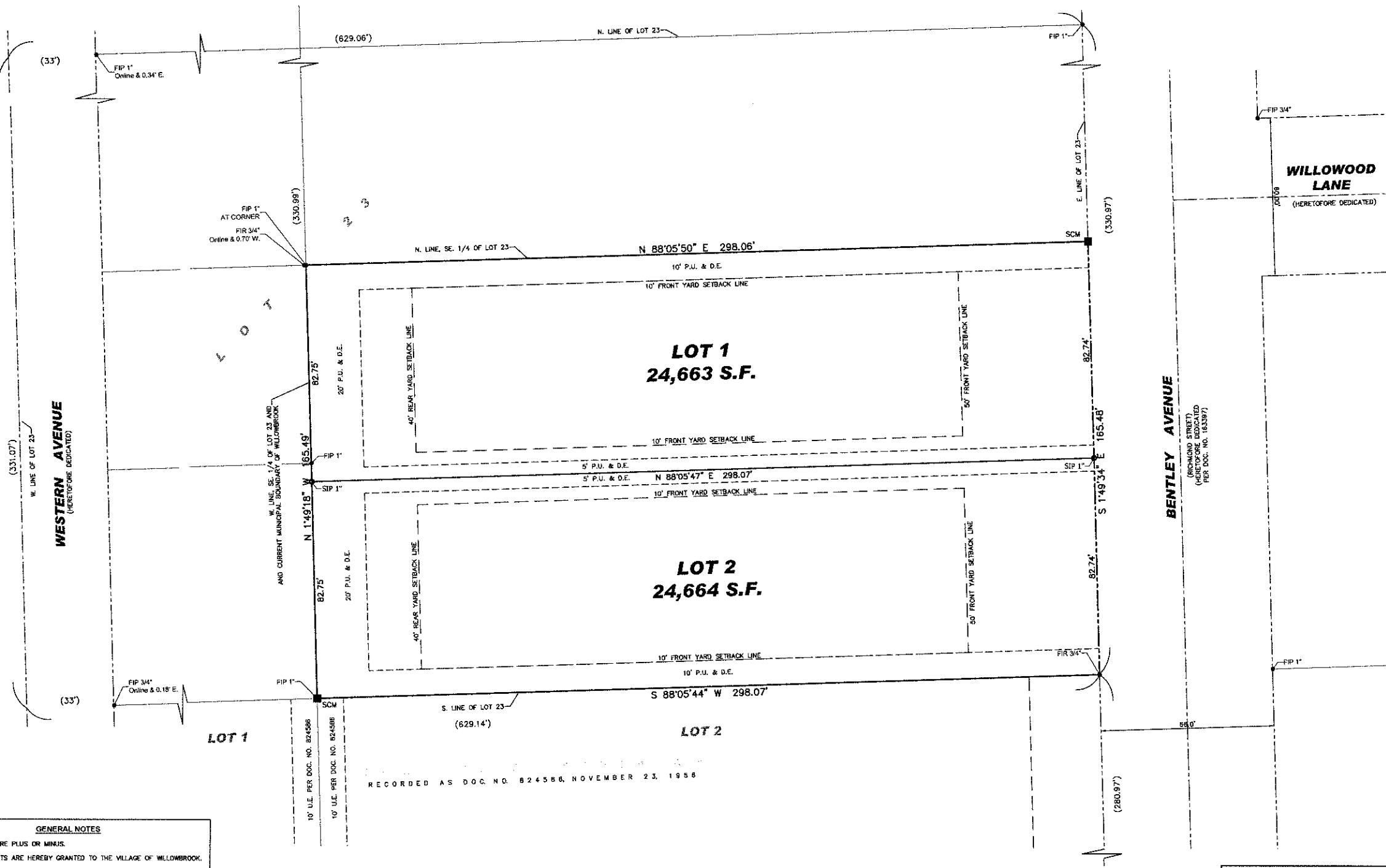
**PARCEL IDENTIFICATION NUMBER**  
09-15-405-014-0000

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

**SITE DATA**  
GROSS AREA: 49,327 SQUARE FEET  
or 1.13 ACRES  
LOT 1 AREA: 24,663 SQUARE FEET  
LOT 2 AREA: 24,664 SQUARE FEET

**ADDRESS**  
6224 S. BENTLEY AVENUE  
WILLOWBROOK, ILLINOIS 60527

BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF, RECORDED MARCH 7, 1923 AS DOCUMENT 163397, IN DUPAGE COUNTY, ILLINOIS.



VILLAGE OF WILLOWBROOK ZONING ORDINANCE MINIMUM BULK REGULATION STANDARDS	
ZONING: R-1A (SINGLE FAMILY)	
LOT AREA:	17,000 S.F.
LOT WIDTH:	80'
LOT DEPTH:	150'
FRONT YARD:	50'
INTERIOR SIDE YARD:	10' OR 10% OF LOT
EXTerior SIDE YARD:	40'
REAR YARD:	40'
MAX. LOT COVERAGE:	30%
MAX. BUILDING HEIGHT:	35'
MAX. F.A.R.:	0.3

REVISIONS	NO.	DATE	DESIGNATION
	1	07/06/00	PER PLAT REVIEW
	2	07/20/00	PER PLATE (GENERAL REVIEW)

NEW HORIZON HOME BUILDERS, INC.  
9530 W. 90TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4892  
630-750-5259

FINAL PLAT  
FOR  
BENTLEY MEADOWS

WILLOWBROOK, ILLINOIS 60527

DESINTEK ENGINEERING, INC.  
CONSULTING CIVIL ENGINEERING & LAND SURVEYING  
9530 W. 90TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4892  
FAX: (708) 326-4892

IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION

Project No.: 20-0020  
Scale: 1" = 20'

Date: 06/15/2020

Field Date: 06/15/2020

Drawn By: SUL

Checked By: TS

1 OF 2

FINAL PLAT

**PARCEL IDENTIFICATION  
NUMBER**  
09-15-405-014-0000

Send all future tax bills to: **Submitted by:** **Return the original Mylar to:**

John Jurinek  
95737 William Drive  
Willowbrook, IL 60527

Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

DesignTek Engineering, Inc.  
9930 W. 190th Street, Suite L  
Mokena, Illinois 60448

**FINAL PLAT  
OF  
BENTLEY MEADOWS**

**RESERVED FOR THE DUPAGE  
COUNTY RECORDER**

**OWNER CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS / ARE THE SOLE OWNER(S) OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS SHOWN ON THIS PLAT OF SUBDIVISION, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND STATE UNDER THE STYLE AND TITLE THEREON INDICATED:

THE SOUTHEAST QUARTER OF LOT 23 IN CLARENCE HILLS ACRE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF, RECORDED MARCH 7, 1923 AS DOCUMENT 163397, IN DUPAGE COUNTY, ILLINOIS.

THE UNDERSIGNED ALSO ACKNOWLEDGES ALL EASEMENTS, SETBACK LINES AND EASEMENT PROVISIONS THEREOF AS STATED AND SHOWN ON THIS PLAT.

THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THE SUBDIVISION PLAT.

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS THE SOLE OWNER(S) OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HEREBY CERTIFIES THAT THE SUBJECT PROPERTY IS LOCATED WITH THE FOLLOWING SCHOOL

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

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

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF }

I, DAVID J. HRIZAK, PRESIDENT OF STREAMLINE DEVELOPMENT CORP., AN ILLINOIS CORPORATION, THE SOLE MANAGER OF WILLOWSBROOK BUSINESS CENTER, LLC, A LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THIS SUBDIVISION PLAT AS ATTORNEY, AS SUCH OFFICER OF STREAMLINE DEVELOPMENT CORP., BEING THE SOLE MANAGER OF WILLOWSBROOK BUSINESS CENTER, LLC APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THIS SUBDIVISION PLAT AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY OR OTHER ENTITY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC

**BOARD OF TRUSTEES CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

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

BY: PRESIDENT ATTEST: VILLAGE CLERK

**PLAN COMMISSION CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WILLOWSBROOK, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ A.D.

CHAIRPERSON

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

I, VILLAGE ENGINEER OF THE VILLAGE OF WILLOWSBROOK, DUPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

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

VILLAGE ENGINEER

**SURFACE WATER DRAINAGE CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY ILLINOIS PLAT ACT, ILL. REV. STATE CH. 105, SEC. 1 ET SEQ., AS NOW OR HERAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF WILLOWSBROOK, A MUNICIPAL CORPORATION IN DUPAGE COUNTY, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON.

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

PROFESSIONAL ENGINEER OWNER(S) OR DULY AUTHORIZED AGENT

BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF, RECORDED MARCH 7, 1923 AS DOCUMENT 163397, IN DUPAGE COUNTY, ILLINOIS.

**SPECIAL ASSESSMENT CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

I, VILLAGE CLERK OF THE VILLAGE OF WILLOWSBROOK, ILLINOIS, CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID, CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

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

VILLAGE TREASURER

**SANITARY DISTRICT CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

I, DIRECTOR OF THE FLAG CREEK WATER RECLAMATION DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

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

DIRECTOR OF PUBLIC WORKS & OPERATIONS

**DUPAGE COUNTY CLERK CERTIFICATE**

STATE OF ILLINOIS }  
} SS  
COUNTY OF DUPAGE }

I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LANDS SHOWN ON THIS PLAT OF SUBDIVISION AND NO DEFERRED PAYMENT OF TAXES, NO DEFERRED PAYMENT OF ASSESSMENTS, NO DEFERRED PAYMENT OF SPECIAL ASSESSMENTS, NO DEFERRED PAYMENT OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT APPROVED THE SPECIAL ASSESSMENT.

GIVEN UNDER MY HAND AND SEAL AT DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

DUPAGE COUNTY CLERK

**RECORDER CERTIFICATE**

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AS DOCUMENT NUMBER \_\_\_\_\_

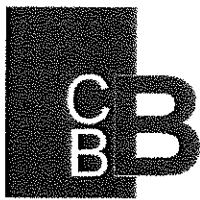
DUPAGE COUNTY RECORDER

**UTILITY EASEMENT PROVISIONS**

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WILLOWSBROOK, TO THOSE COMPANIES OPERATING, FROM TIME TO TIME, UNDER FRANCHISE OR LICENSE FROM THE VILLAGE OF WILLOWSBROOK, AND TO UNITS OF LOCAL GOVERNMENT PROVIDING SERVICES TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, THE HINSDALE SANITARY DISTRICT, THE COUNTY OF DUPAGE DEPARTMENT OF ENVIRONMENTAL SERVICES, THE DUPAGE COUNTY SANITARY SEWER DISTRICT, THE DUPAGE COUNTY WATER RECLAMATION DISTRICT, AND UPON THE AREA BOUND BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS PUBLIC UTILITY EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT, FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE AND MAINTAIN, REPAIR, REPLACE, REMOVE, ALTER, EXPAND, CONTRACT, RELocate, AND REMOVE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF GAS AND WATER, ELECTRICITY AND TELECOMMUNICATIONS AND CABLE TELEVISION SERVICES, SANITARY SEWER AND ANY OTHER FACILITIES USED IN THE TRANSMISSION, DISTRIBUTION OR TRANSPORTATION OF ANY COMMODITY IN A LIQUID OR GASEOUS STATE, INCLUDING ANY AND ALL SERVICES AS BECOME NECESSARY, AS PROVIDED FOR IN THIS PLAT, PROVIDED THAT THE PROPERTY OWNER SHALL NOT BE OBLIGATED TO PAY FOR THE EXPENSES OF MAINTAINING, OPERATING, REPAIRING, MAINTAINING, AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REQUIRED, PROVIDED THAT THE PROPERTY OWNER SHALL NOT 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TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REQUIRED, PROVIDED THAT THE PROPERTY OWNER SHALL NOT BE OBLIGATED TO PAY FOR THE EXPENSES OF MAINTAINING, OPERATING, REPAIRING, MAINTAINING, AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION,



**Attachment 5**  
**Engineer's Review Letters (6 pages)**



## CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 30, 2020

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6224 Bentley – Bentley Meadow Subdivision  
(CBBEL Project No. 900144.H217)

Dear Ann:

As requested on June 26, 2020, we have reviewed the Final Plat of Bentley Meadows Subdivision as prepared by DesignTek Engineering, Inc. and dated June 15, 2020. The following comments are submitted for your consideration:

### CODE COMPLIANCE

1. Section 10-3-5.A.8 provides that the Municipal Boundary be shown on the plat. The west line of the proposed subdivision is the Village Boundary.
2. Section 10-4-2.C.2.d provides that peripheral side yards have 10 foot wide Public Utility and Drainage Easements. Only a five foot wide easement is shown.

### GENERAL COMMENTS

1. On the Sanitary District Certificate, change the reference to Du Page County Public Works to Flagg Creek Water Reclamation District.
2. Remove the Du Page County Public Works Certificate as it is not needed.
3. Add the Village standard easement provisions (copy attached).
4. There is an existing watermain in the east side of the Bentley Ave. right of way which is not shown on the plat of survey.
5. Change Wildwood Lane to Willowood Lane.
6. On the Final Plat, show iron pipes to be set at the corners of Lots 1/2.
7. We presume that the net new impervious area from the two lots will be such that PCBMPs will be required, and that each lot will provide the required volume control with the construction of the house. Add a note to this effect on the plat.
8. We presume that the Village will not require the installation of sidewalks across the frontage of the lot, as there are not sidewalks along Bentley Avenue.

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

Sincerely,

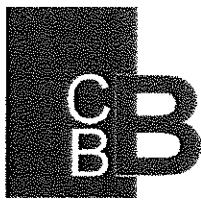
A handwritten signature in black ink, appearing to read "Daniel L. Lynch".

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

Cc      Roy Giuntoli, Village of Willowbrook

## UTILITY EASEMENT PROVISIONS

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

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July 15, 2020

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6224 Bentley – Bentley Meadow Subdivision  
(CBBEL Project No. 900144.H217)

Dear Ann:

As requested on July 10, 2020, we have reviewed the Final Plat of Bentley Meadows Subdivision as prepared by DesignTek Engineering, Inc. and revised July 6, 2020. In our opinion, the Plat is now in general compliance with Village Code subject to the following comments:

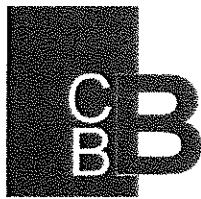
1. We presume that you have reviewed the lots for compliance with the Village Zoning Code.
2. It should be a condition of the ordinance approving the subdivision that the existing house and garage must be demolished prior to the plat being recorded.

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

Sincerely,

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

Cc Roy Giuntoli, Village of Willowbrook



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

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July 20, 2020

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6224 Bentley – Bentley Meadow Subdivision  
(CBBEL Project No. 900144.H217)

Dear Ann:

As requested on July 10, 2020, we have reviewed the Final Plat of Bentley Meadows Subdivision as prepared by DesignTek Engineering, Inc. and dated July 6, 2020. The following comments are submitted for your consideration:

**CODE COMPLIANCE**

1. Section 10-4-2.C.2.b provides that peripheral rear yards have 20 foot wide Public Utility and Drainage Easements. Only a ten foot wide easement is shown.

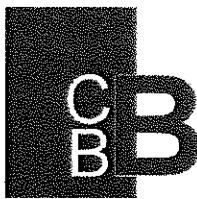
If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel L. Lynch".

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

Cc Roy Giuntoli, Village of Willowbrook



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

July 29, 2020

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Ann Choi

Subject: 6224 Bentley – Bentley Meadow Subdivision  
(CBBEL Project No. 900144.H217)

Dear Ann:

As requested on July 22, 2020, we have reviewed the Final Plat of Bentley Meadows Subdivision as prepared by DesignTek Engineering, Inc. and revised July 20, 2020. In our opinion, the Plat is now in general compliance with Village Code subject to the following comments:

1. We presume that you have reviewed the lots for compliance with the Village Zoning Code.
2. There are no proposed improvements to be constructed with the subdivision.
3. It should be a condition of the ordinance approving the subdivision that the existing house and garage must be demolished prior to the plat being recorded.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel L. Lynch'.

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

Cc Roy Giuntoli, Village of Willowbrook



**Attachment 6**  
Letter – Concerns Identified (2 pages)

To whom it may concern Aug. 4-20  
We live at 6214 Bentley Ave Willowbrook  
my name is Lottie Chlebek and  
Hudson Chlebek, we are next to  
this address 6224 Bentley Ave at  
Willowbrook the house that is going  
to be demolished and 2 new homes  
be build, our concern is about  
demolition if there will be a lot  
of dust that will go on our home  
thd it would be cleaned afterwards  
dust off the brick, roof, gutters  
and clean our windows and free  
of charge to us.

And when they be building the houses  
there are bushes and trees on the border  
line and they interfere with our side  
and it goes over the roof of our house  
its to close to our house, my husband  
trimed it the branches it was going  
into gutters but my husband is no  
longer capable he is in age that is to  
difficult plus it is not our job to do  
this and we should not be responsible

to trim it and pay the cost to trim it. If they want these bushes they should move it closer to their home. Also our concern is so the builder dont raise the property higher so we dont have the flood and to make proper drainage that water from the from the back would go to front to ditch, and proper pipes size to sewer line for proper drainage.

Thank you  
Ludwig & Hattie Chlebek

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A RESOLUTION AUTHORIZING THE PURCHASE OF BULK UNTREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK

AGENDA NO. 8

AGENDA DATE: 08/24/20

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /m

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: T. Bastian /m

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /m

REVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A

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

The County of DuPage went out to bid for the untreated rock salt and Compass Minerals was the low bid this year. The Village utilizes Compass Minerals for our regular rock salt supply. The Village currently has approximately 500 tons of untreated rock salt in our salt dome. 800 tons of untreated salt was ordered this year. The Village is required to take 80% of the order with the option to take 130% of the quantity ordered. The cost of the untreated rock salt is \$81.13 per ton, which would be \$51,923.20 for 640 tons (80% of the order). The amount budgeted for salt for FY 2020/21 is \$80,000.

Compass Minerals recently advised the local municipal customers that their treated salt supply will be available to municipalities this upcoming season. Based on this information the Village solicited other salt vendors for quotes to get the lowest price on treated rock salt. The treated rock salt is utilized when the temperature is under 15 degrees Fahrenheit.

Staff has contacted the various salt vendors for prices for treated salt with delivery. Below is a price list of four (4) vendors that we have received prices on this request.

Midwest Salt  
\$105.00 / Ton

Conserv FS  
\$98.57 / Ton

Rock Salt USA  
\$137.00 / Ton

Compass Minerals  
\$86.75 / Ton

### STAFF RECOMMENDATION

Compass Minerals is the lowest proposal received for treated rock salt. An order of 200 ton of treated salt has been reserved for the Village from Compass Minerals at a cost of \$86.75 per ton pending final direction from the Village. Again, the Village would be required to take 80% of the order. That would be 160 ton at a cost of \$13,880. Compass Minerals utilizes state bid pricing which is why their price is lower than the competitors. Demand for the treated salt will be high since the letter from Compass Minerals has been sent to many municipalities and the Village would prefer to not be left out on receiving the necessary treated salt for this upcoming winter season.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 20-R-**

**A RESOLUTION AUTHORIZING THE PURCHASE  
OF BULK UNTREATED ROCK SALT FOR USE WITHIN  
THE VILLAGE OF WILLOWBROOK**

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WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase untreated Rock Salt (“Rock Salt”) for roadway use during the upcoming winter season; and

WHEREAS, the County of DuPage requested bids for untreated Rock Salt for the 2020/2021 winter season;

WHEREAS, of the bids received and reviewed, the lowest proposal for the provision of untreated Rock Salt for the 2020/2021 winter season is Compass Minerals at a price of \$81.13 per ton;

WHEREAS, it is estimated that the Village will require approximately Eight Hundred (800) tons of untreated Rock Salt for the upcoming 2020-2021 winter season and the Village is required to make an initial purchase of eighty percent (80%) of that total which is Six Hundred Forty (640) tons; and

WHEREAS, a majority of the corporate authorities find it in the Village’s best interest to initially purchase Six Hundred Forty (640) tons of untreated Rock Salt from Compass Minerals, at the price of Eighty One and 13/100ths Dollars (\$81.13) per ton, in an amount not to exceed Fifty One Thousand Nine Hundred Twenty-Three and 20/100ths Dollars (\$51,923.20).

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

Section 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase Six hundred Forty (640) tons of untreated Rock Salt for the 2020/2021 winter season from Compass Minerals, a total cost not to exceed Fifty-One Thousand Nine Hundred Twenty-Three and 20/100ths Dollars (\$51,923.20).

Section 3: That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the untreated Rock Salt.

Section 4: That this resolution shall take effect upon its passage, approval and publication in accordance with law.

ADOPTED and APPROVED this 24<sup>th</sup> day of August, 2020.

ROLL CALL VOTE:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Leroy R. Hansen, Village Clerk

**Sold-To ("Buyer"):**

Joe Coons  
Village of Willowbrook -Ts  
835 Midway Dr  
Willowbrook, IL 60527

Date: August 13, 2020  
Document: 171197  
Tel: 630-920-2250  
Fax: (630) 920-2427  
Email: [jcoons@willowbrook.il.us](mailto:jcoons@willowbrook.il.us)  
Customer #: H902627  
Preferred: Mail

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
200 Reserve: 0	Village of Willowbrook 710 Willowbrook Center Pkwy Public Works Willowbrook, IL 60527 Destination #: H952786 Delivery Lead Time: 0 days	86.75 Deliver	Depot: Chicago - Calumet Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR BOTTOM) Distance: 20.2 Miles

~Subject to prior sale

~An active order must be placed a minimum of one day in advance of pick uploads

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Wednesday, 31 Mar 2021

**Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quoted, the terms stated above will**

Terms are NET 30 days from shipment with approved credit.

\* This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

\* Delivered price(s) via dump and based on full truck load quantities.

\* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

\* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

\* Applicable taxes extra

\* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2021, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sean Lierz  
Senior Manager 1-800-323-1641 x2  
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail [highwaygroup@compassminerals.com](mailto:highwaygroup@compassminerals.com) or by mail

Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.