

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, JULY 27, 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: 1-312-626-6799

Meeting ID: 846 0279 3898

Password: 809075

Written Public Comments Can Be Submitted By 5:15 pm on July 27, 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 - Regular Board Meeting - July 13, 2020 (APPROVE)
 - c. Warrants - \$113,090.90 (APPROVE)
 - d. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
 - e. Motion - A Motion to Approve the 2019 Motor Fuel (MFT) Roadway Maintenance Program - Pay Estimate No. 2 (FINAL) - Chicagoland Paving Contractors, Inc. (PASS)

NEW BUSINESS

6. ORDINANCE - An Ordinance Amending Section 3-12-5 Entitled "Classifications," of Chapter 12 Entitled "Liquor," of Title 3 Entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois (PASS)

7. ORDINANCE - An Ordinance Amending Chapter 6, Section 9-6-1(B), Chapter 8, Section 9-8-4(A) and Chapter 12, Section 9-12-10 of Title 9, Entitled "Zoning of the Village", of the Willowbrook Code of the Village of Willowbrook to Authorize Certain Temporary Outdoor Activities (PASS)
8. RESOLUTION - A Resolution Approving and Authorizing the Execution of An Intergovernmental Agreement Between the Village of Willowbrook and the County of DuPage (ADOPT)
9. RESOLUTION - A Resolution Approving and Accepting a Proposal and Authorizing the Village Mayor to Execute a Purchase Agreement with Biomist, Inc. to Provide a Power Sanitizing System for the Village of Willowbrook at a Cost Not To Exceed \$34, 807.98 (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 13, 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 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank A. Trilla, Trustees Umberto Davi, Terrence Kelly, and Michael Mistele. Also, present was Deputy Clerk Christine Mardegan.

Present Via Conference Call, Due to the COVID-19 Pandemic, were Trustees Sue Berglund, Gayle Neal, and Paul Oggerino.

ABSENT: Clerk Leroy R. Hansen.

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Mardegan to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - June 22, 2020 (APPROVE)
- c. Warrants - \$ 361,845.29 (APPROVE)
- d. Monthly Financial Report - June 2020 (APPROVE)
- e. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6

Ordinance No. 20-0-26 (PASS)

f. RECEIVE - PC 20-05: Consideration of a petition for text amendments to amend Section 9-6-1 General Conditions, Section 9-8-4 District Standards, Section 9-12-10 Temporary Uses, and any other relevant sections for clarity, of Title 9 - Zoning Title of the Village of the Willowbrook Municipal Code, to allow for the following: temporary outside activities including, but not limited to, outdoor dining on private property, service businesses to utilize exterior space to conduct business activities, outdoor dining in the M-1 Light Manufacturing District, and outdoor dining to extend beyond September 30th of each year. (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Authorizing the Mayor and Village Clerk to Execute an Amendment to the Development Agreement Regarding the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area (PASS)

Assistant Administrator Mertens related this is an ordinance to amend the development with the Village and Harlem Irving Company regarding the Town Center Project. This is the ninth amendment to develop this agreement to extend the deadline date for the completion of improvements related to the traffic signals at the Plainfield Road entrance to the Willowbrook Town Center Shopping Center as constructed by the Pete's Fresh Market developer. This amendment extends the agreement dates from August 1, 2020 to August 1, 2021.

Trustee Mistele asked if we are still holding \$174,000 on this improvement. Assistant Administrator Mertens stated yes, we are.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 20-0-27 as presented.

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

7. ORDINANCE - An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Authorizing the Mayor and Village Clerk to Execute an Amendment to the Escrow Deposit Agreement with Willowbrook Town Center LLC (PASS)

Assistant Administrator Mertens stated this is a follow-up from Item #6 on the agenda. This is an extension to the Escrow Agreement for the signalization work by Pete's Fresh Market and Willowbrook Town Center. Currently, there is a temporary traffic signal at that location. This would be the seventh Amendment to the Escrow Agreement which serves to extend the deadline date for use of the Remaining funds from August 1, 2020 to August 1, 2021. Harlem Irving agrees with the extension.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to pass Ordinance No. 20-0-28 as presented.

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

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal asked the Board to refer to the end of the agenda packet for additional information on Biomist. This is the only equipment that has been found that can be used in the squad cars without affecting any of the electronics. In your packet you will see the three different options which include:

Unit: Biomist - SS20 Power Sanitizing System
QUOTATION # 200507-09 \$17, 567.50

Additional Equipment #1: Flammable Drum Storage Cabinet
\$1,120

Additional Equipment #2: 1 Filler 55 Gallon Drum & Pump
\$868.00 and \$415 = \$ 1,283.00

The 55-gallon container will include a drum and pump which can be used throughout the Police Department and Village Hall. All the information can be found in the packet which includes a spread sheet with the pricing. This system can be utilized throughout the Village. COVID-19 is not going anywhere this year or next year. The Public Safety Committee feels this is essential to disinfect the squad cars, jails, all the hallways, offices, and the office equipment. This could be used at Village Hall for the same type of cleaning.

Trustee Kelly had no report.

Trustee Mistele had no report but stated it is good to see everyone again.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Deputy Clerk Mardegan had no report.

11. ADMINISTRATOR'S REPORT

Administrator Pabst asked Attorney Bastian if we needed to go back to Agenda item # 5f since it was left off the Mayor's script.

Assistant Administrator Mertens stated it was part of the Omnibus Vote Agenda and was already voted on.

Administrator Pabst related DuPage County was given approximately \$160 million dollars of grant money as a part of the Cares Act to be distributed to municipalities on a per capita basis. The Village of Willowbrook is eligible for \$450,000. I have been creating a spreadsheet with every receipt from COVID-19 to justify the expenses that occurred. At this point, I have accounted for approximately \$50,000 of COVID-19 expenses. Some of the expenses that occurred are laptops and payroll expenses. At this point, the auditors must review the application to see what will be covered. This money could be used for the Biomist.

Attorney Bastian asked if the reimbursement is through December 30 of this year.

Administrator Pabst stated that is correct and I will be summiting them incrementally.

Attorney Bastian stated the Biomist is reimbursable and can be submitted in the next submittal.

Trustee Neal added that is why there is a detailed summary in your packet of the three (3) different options.

Trustee Kelly asked the Mayor if this can be authorized now and ratified at the next board meeting.

Attorney Bastian responded, "No, it is not an agenda item."

Discussion was had on when this can be done in a timely manner.

Attorney Bastian suggested that this should be added to the next board meeting.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. CLOSED SESSION

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

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adjourn the Regular Meeting at the hour of 6:55 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2020.

Frank A. Trilla, Mayor

W A R R A N T S

July 27, 2020

GENERAL CORPORATE FUND	-----	\$109,443.46
WATER FUND	-----	\$1,622.44
POLICE PENSION FUND	-----	\$600.00
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$1,425.00
 TOTAL WARRANTS	-----	 \$113,090.90

Carrie Dittman, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/15/2020	APCH	95845	UNITED STATES TREASURY		FEES/DUES/SUBSCRIPTIONS	610-307	25	5.08
07/28/2020	APCH	95847	ACTUATE LAW LLC		CYBER DISRUPTION	460-265	10	2,160.00
07/28/2020	APCH	95848	ADMINISTRATIVE CONSULTING SPECIAL	CONSULTING SERVICES		640-306	30	2,375.00
07/28/2020	APCH	95849	ALLIANCE CONCRETE SAWING & DRILL	STORM WATER IMPROVEMENTS MAINTENANCE		750-381	35	3,880.00
07/28/2020	APCH	95850	AMERICAN SWING PRODUCTS INC	MAINTENANCE - EQUIPMENT		570-411	20	311.20
07/28/2020	APCH	95851	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES		630-247	30	22,475.00
				RED LIGHT - MISC FEE		630-249	30	1,740.00
				CHECK APCHK 95851 TOTAL FOR FUND 01:				<u>24,215.00</u>
07/28/2020	APCH	95853	BLACK GOLD SEPTIC	Maintenance - PW BUILDING		725-418	35	350.00
07/28/2020	APCH	95854	BRIAN DECKER	UNIFORMS		710-345	35	194.39
07/28/2020	APCH	95855	CALL ONE INC	PHONE - TELEPHONES		455-201	10	312.66
07/28/2020	APCH	95856	CAR REFLECTIONS	MAINTENANCE - VEHICLES		630-409	30	850.00
07/28/2020	APCH	95857	CHICAGO TRIBUNE	PRINTING, PUBLISHING & TRANSCRIPTION		455-302	10	107.17
07/28/2020	APCH	95858	CITY WIDE OF ILLINOIS	BUILDING MAINTENANCE SUPPLIES		466-351	10	570.00
				BUILDING MAINTENANCE SUPPLIES		466-351	10	299.40
				CHECK APCHK 95858 TOTAL FOR FUND 01:				<u>869.40</u>
07/28/2020	APCH	95859*#	COMED	RED LIGHT - COM ED		630-248	30	32.69
				ENERGY - STREET LIGHTS		745-207	35	38.76
				ENERGY - STREET LIGHTS		745-207	35	542.05
				ENERGY - STREET LIGHTS		745-207	35	143.71
				CHECK APCHK 95859 TOTAL FOR FUND 01:				<u>757.21</u>
07/28/2020	APCH	95860	DARREN BIGGS	OPERATING EQUIPMENT		630-401	30	84.99
07/28/2020	APCH	95861*#	DELTA DENTAL PLAN OF ILLINOIS	EMP DED PAY- INSURANCE		210-204	00	1,486.51
				EMP DED PAY- INSURANCE		210-204	00	39.06
				HEALTH/DENTAL/LIFE INSURANCE		455-141	10	271.09
				HEALTH/DENTAL/LIFE INSURANCE		610-141	25	114.32
				HEALTH/DENTAL/LIFE INSURANCE		630-141	30	2,067.42
				HEALTH/DENTAL/LIFE INSURANCE		710-141	35	235.16
				HEALTH/DENTAL/LIFE INSURANCE		810-141	40	228.64
				CHECK APCHK 95861 TOTAL FOR FUND 01:				<u>4,442.20</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/28/2020	APCH	95862#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE HEALTH/DENTAL/LIFE INSURANCE	210-221 455-141	00 10	49.92 0.08
				CHECK APCHK 95862 TOTAL FOR FUND 01:			<u>50.00</u>
07/28/2020	APCH	95864	FOX TOWN PLUMBING INC	CONTRACTED MAINTENANCE	570-281	20	1,625.00
07/28/2020	APCH	95865	GUARDIAN TRACKING LLC	EDP LICENSES	640-263	30	1,563.00
07/28/2020	APCH	95866	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	14,985.00
07/28/2020	APCH	95867	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
07/28/2020	APCH	95869	ILLINOIS LAW ENFORCEMENT ALARMS	FEES/DUES/SUBSCRIPTIONS	630-307	30	120.00
07/28/2020	APCH	95871	JOHN J. HANDZIK	OPERATING EQUIPMENT	630-401	30	46.53
07/28/2020	APCH	95872#	JSN CONTRACTORS SUPPLY	MAINTENANCE - BUILDING MAINTENANCE - PW BUILDING	466-228 725-418	10 35	105.00 105.00
				CHECK APCHK 95872 TOTAL FOR FUND 01:			<u>210.00</u>
07/28/2020	APCH	95873	K FIVE CONSTRUCTION	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	560.00
07/28/2020	APCH	95874	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	10,262.50
07/28/2020	APCH	95876	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
07/28/2020	APCH	95877	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY FEES - SPECIAL ATTORNEY	470-241 470-241	10 10	561.00 127.50
				CHECK APCHK 95877 TOTAL FOR FUND 01:			<u>688.50</u>
07/28/2020	APCH	95878#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE COPY SERVICE COPY SERVICE	630-315 630-315 810-315	30 30 40	19.55 224.00 326.17
				CHECK APCHK 95878 TOTAL FOR FUND 01:			<u>569.72</u>
07/28/2020	APCH	95879*	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY FEES - LABOR COUNSEL CRISIS MANAGEMENT	470-239 470-242 475-367	10 10 10	9,610.20 425.60 1,710.00
07/28/2020	APCH	95880	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	245.25
07/28/2020	APCH	95882	MIDCO	PHONE - TELEPHONES	455-201	10	320.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 07/15/2020 - 07/28/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/28/2020	APCH	95883	N. BATISTICH ARCHITECTS	PHONE - TELEPHONES	455-201	10	480.00
07/28/2020	APCH	95884	NCPERS GROUP LIFE INSURANCE	PHONE - TELEPHONES	455-201	10	240.00
				CHECK APCHK 95882 TOTAL FOR FUND 01:			1,040.00
07/28/2020	APCH	95885	PATRICK KANAVERSKIS	BUILDING IMPROVEMENTS	485-602	10	9,125.00
07/28/2020	APCH	95887	QUADIENT LEASING USA, INC.	EMP DED - SUPPLEMENTAL LIFE INSURANCE	210-213	00	80.00
07/28/2020	APCH	95888	RASHMI K. BODA	UNIFORMS	710-345	35	194.39
				POSTAGE & METER RENT	630-311	30	150.21
				PARK PERMIT FEES	310-814	00	620.00
07/28/2020	APCH	95889	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	158.82
				UNIFORMS	630-345	30	77.98
				CHECK APCHK 95889 TOTAL FOR FUND 01:			236.80
07/28/2020	APCH	95890	ROBERT SCHALLER	OPERATING EQUIPMENT	630-401	30	40.47
07/28/2020	APCH	95891	ROY GIUNTOLI	TELEPHONES	810-201	40	158.61
				OFFICE SUPPLIES	810-301	40	169.98
				CHECK APCHK 95891 TOTAL FOR FUND 01:			328.59
07/28/2020	APCH	95892	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	110.61
07/28/2020	APCH	95893	SCHOOL OUTFITTERS.COM	MAINTENANCE - EQUIPMENT	570-411	20	306.06
07/28/2020	APCH	95894#	STAPLES	OFFICE SUPPLIES	455-301	10	1.37
				COMMISSARY PROVISION	455-355	10	82.66
				OFFICE SUPPLIES	810-301	40	28.49
				CHECK APCHK 95894 TOTAL FOR FUND 01:			112.52
07/28/2020	APCH	95895	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	173.43
07/28/2020	APCH	95896	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	98.50
				ROAD SIGNS	755-333	35	691.80
				ROAD SIGNS	755-333	35	86.25
				CHECK APCHK 95896 TOTAL FOR FUND 01:			876.55
07/28/2020	APCH	95897	TREE TOWNS IMAGING & COLOR GRAPH	COPY SERVICE-REIMB	810-315	40	29.00
07/28/2020	APCH	95898*	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	47.58
				PHONE - TELEPHONES	455-201	10	47.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/28/2020	APCH	95899	VESCO OIL CORPORATION	PHONE - TELEPHONES	630-201	30	822.76
				TELEPHONES	710-201	35	118.95
				TELEPHONES	810-201	40	63.28
				CHECK APCHK 95898 TOTAL FOR FUND 01:			1,100.15
07/28/2020	APCH	95900	WAREHOUSE DIRECT	MAINTENANCE - PW BUILDING	725-418	35	375.00
07/28/2020	APCH	95900#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	20.19
				OFFICE SUPPLIES	455-301	10	213.30
				OFFICE SUPPLIES	610-301	25	21.82
				OFFICE SUPPLIES	610-301	25	14.50
				OFFICE SUPPLIES	630-301	30	158.13
				OFFICE SUPPLIES	810-301	40	2.70
				OFFICE SUPPLIES	810-301	40	5.19
				CHECK APCHK 95900 TOTAL FOR FUND 01:			435.83
07/28/2020	APCH	95901	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER	520-257	15	7,847.22
07/28/2020	APCH	95902	WELCH BROS., INC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,939.20
07/28/2020	APCH	95903	WESTERN FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	46.92
07/28/2020	APCH	95904	WESTERN FIRST AID & SAFETY	MAINTENANCE - PW BUILDING	725-418	35	66.62
07/28/2020	APCH	95905	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	198.29
				Total for fund 01 GENERAL FUND			109,443.46

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Page 5/7

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
07/28/2020	APCH	95846	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	9.75
07/28/2020	APCH	95859*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	636.93
07/28/2020	APCH	95861*#	DELTA DENTAL PLAN OF ILLINOIS	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	235.16
07/28/2020	APCH	95863	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	100.00
07/28/2020	APCH	95870	ILLINOIS TOLLWAY	SCHOOLS CONFERENCE TRAVEL	401-304	50	0.65
07/28/2020	APCH	95875	KEVRON PRINTING & DESIGN INC	PRINTING & PUBLISHING	401-302	50	318.00
07/28/2020	APCH	95881	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
07/28/2020	APCH	95886	PDC LABORATORIES INC	SAMPLING ANALYSIS	420-362	50	65.00
07/28/2020	APCH	95898*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	118.95
				Total for fund 02 WATER FUND			1,622.44

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
07/28/2020	APCH	95852	ATWELL & ATWELL	LEGAL FEES	401-242	62	100.00
07/28/2020	APCH	95868	I.P.P.F.A.	FEES DUES SUBSCRIPTIONS	401-307	62	500.00
				Total for fund 07 POLICE PENSION FUND			600.00

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CHECK DATE FROM 07/15/2020 - 07/28/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<hr/>							
Fund: 15 RT	83/PLAINFIELD RD BUSINESS	DISTRCT TAX					
07/28/2020	APCH	95879*#	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	1,425.00

TOTAL - ALL FUNDS

'*'-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

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

AGENDA NO. 5d

AGENDA DATE: 7/27/2020

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 World Health Organization has reported 14,971,036 confirmed cases and 618,017 deaths worldwide and 165,301 and 7,347 respectively for the State of Illinois that are attributable to COVID-19 as of July 23, 2020.

On June 26, 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.

ORDINANCE NO. 20-0

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

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 20-0-08 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 20-0-13 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 20-0-17 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. 20-0-19 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. 20-0-21 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. 20-0-23 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, the corporate authorities of the Village believe it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-0-08, 20-0-10, 20-0-13, 20-915869.1

0-17, 20-0-19, 20-0-21, 20-0-23 and 20-0-26 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 20-0-08, 20-0-10, 20-0-13, 20-0-17, 20-0-19, 20-0-21, 20-0-23 and 20-0-26, and as further extended by this Village Ordinance 20-0-____, 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 27th day of July, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen,
Village Clerk



June 26, 2020

Executive Order 2020-43

EXECUTIVE ORDER 2020-43
(COVID-19 EXECUTIVE ORDER NO. 41)

Community Revitalization Order

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 enters the fifth month of responding 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 circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, although the CDC initially recommended against wearing cloth face coverings or masks as protection, as a result of research on asymptomatic and pre-symptomatic transmission, the CDC revised its conclusions and recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain; and,

WHEREAS, public health research and guidance increasingly supports wearing cloth face coverings in public settings where social distancing measures are difficult to maintain, and indicates that the risk of transmission outdoors is less than the risk of transmission indoors; 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, as of today, June 26, 2020, there have been over 140,000 confirmed cases of COVID-19 in 101 Illinois counties; and,

WHEREAS, as of today, June 26, 2020, more than 6,800 residents of Illinois have died due to COVID-19; and,

WHEREAS, the CDC now estimates that for every reported case of COVID-19, there are 10 unreported infections, resulting in a number of total cases in the country that may be 10 times higher than currently reported; and,

WHEREAS, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19; and,

WHEREAS, although the number of new COVID-19 cases has decreased in recent weeks, the virus continues to infect thousands of individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, while the precautions taken by Illinoisans have led to a steep decline in the number of COVID-19 cases and deaths in the State in recent weeks, other states that have resisted taking public health precautions or that lifted those precautions earlier are now experiencing exponential growth and record high numbers of cases; and,

WHEREAS COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, while hospitalizations have declined, Illinois is using a significant percentage of hospital beds and ICU beds, and, if COVID-19 cases were to surge, the State could face a shortage of critical health care resources; and,

WHEREAS, in addition to causing the tragic loss of more than 6,800 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, the Illinois Department of Employment Security announced that the State's unemployment rate rose to 16.4% in April, with 762,000 jobs lost during that month; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate was 15.2% in May, and that major Illinois industries such as leisure and hospitality, transportation and utilities, and educational and health services had been particularly hard-hit during the March to May period; and,

WHEREAS, the Illinois Department of Employment Security is responding to the economic crisis in a number of ways, including through the Pandemic Unemployment Assistance program; and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, based on the foregoing facts, and considering the expected continuing spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, I declared that the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, I declared that the continuing burden on hospital resources, the potential shortages of these resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act;

THEREFORE, by the powers vested in me as the Governor of the State of Illinois, pursuant to the Illinois Constitution and Sections 7(1), 7(2), 7(3), 7(8), 7(9), and 7(12) of the Illinois Emergency Management Agency Act, 20 ILCS 3305, and consistent with the powers in public health laws, I hereby order the following, effective immediately:

Community Revitalization Order

1. **Intent of this Executive Order.** The intent of this Executive Order is to safely and conscientiously resume and expand activities that were paused or limited as COVID-19 cases rose exponentially and threatened to overwhelm our healthcare system. As Illinoisans safely resume and expand these activities, we must not backslide on the progress we have made. We cannot risk overwhelming our healthcare system, and we must prioritize the health and lives of all Illinoisans, especially the most vulnerable among us. While protecting our communities, we will restore our economy and begin to repair the economic damage that the virus has caused. The intent of this Executive Order is to effectuate those goals.

This Executive Order supersedes Executive Order 2020-38.

2. **Public health requirements for individuals.** Individuals must take the following public health steps to protect their own and their neighbors' health and lives:
 - a. **Practice social distancing.** To the extent individuals are using shared spaces when outside their residence, including when outdoors, they must at all times and as much as reasonably possible maintain social distancing of at least six feet from any other person who does not live with them.
 - b. **Wear a face covering in public places or when working.**¹ Any individual who is over age two and able to medically tolerate a face covering (a mask or cloth face covering) shall be required to cover their nose and mouth with a face covering when in a public place and unable to maintain a six-foot social distance. This requirement applies whether in an indoor space, such as a store, or in a public outdoor space where maintaining a six-foot social distance is not always possible.
 - c. **Elderly people and those who are vulnerable as a result of illness should take additional precautions.** People at high risk of severe illness from COVID-19, including elderly people and those with a health condition that may make them vulnerable, are urged to stay in their residence and minimize in-person contact with others to the extent possible.
 - d. **Limit gatherings.** Any gathering of more than fifty people is prohibited unless exempted by this Executive Order. Nothing in this Executive Order prohibits the gathering of members of a household or residence. Because in-person contact presents the greatest risk of transmission of COVID-19, Illinoisans are encouraged to continue limiting in-person contact with others and to expand their social contact cautiously. Gathering remotely continues to be the safest way to interact with those outside a household or residence.
 - e. **Go outdoors.** Public health guidance suggests that the risks of transmission of COVID-19 are greatly reduced outdoors as opposed to indoors. Where possible, Illinoisans are encouraged to conduct their activities outdoors.

¹ Throughout this Executive Order, any reference to a face covering requirement excludes those two years old and younger and those for whom wearing a face covering is not medically advisable. Guidance on use of face coverings from the Illinois Department of Human Rights is available here: https://www2.illinois.gov/dhr/Documents/IDHR_FAQ_for_Businesses_Concerning_Use_of_Face-Coverings_During_COVID-19_Ver_2020511b%20copy.pdf

3. **Public health requirements for businesses, nonprofits, and other organizations.** For the purposes of this Executive Order, covered businesses include any for-profit, non-profit or educational entity, regardless of the nature of the service, the function it performs, or its corporate or entity structure. Those entities must take the following public health measures to protect their employees, their customers, and all others who come into physical contact with their operations:

a. **Requirements for all businesses.** All businesses must:

- continue to evaluate which employees are able to work from home, and are encouraged to facilitate remote work from home when possible;
- ensure that employees practice social distancing and wear face coverings when social distancing is not always possible;
- ensure that all spaces where employees may gather, including locker rooms and lunchrooms, allow for social distancing; and
- ensure that all visitors (customers, vendors, etc.) to the workplace can practice social distancing; but if maintaining a six-foot social distance will not be possible at all times, encourage visitors to wear face coverings; and
- prominently post the guidance from the Illinois Department of Public Health (IDPH) and Office of the Illinois Attorney General regarding workplace safety during the COVID-19 emergency.²

The Department of Commerce and Economic Opportunity (DCEO), in partnership with IDPH, has developed industry-specific guidance and toolkits to help businesses operate safely and responsibly. These documents are available at: <https://dceocovid19resources.com/restore-illinois/restore-illinois-phase-4/>.

b. **Requirements for retail stores.** Retail stores must ensure all employees practice social distancing and must take appropriate additional public health precautions, in accordance with DCEO guidance, which include:

- provide face coverings to all employees who are not able to maintain a minimum six-foot social distance from customers and other employees at all times;
- cap occupancy at 50 percent of store capacity, or, alternatively, at the occupancy limits based on store square footage set by the Department of Commerce and Economic Opportunity;
- communicate with customers through in-store signage, and public service announcements and advertisements, about the social distancing and face covering requirements set forth in this Order; and
- discontinue use of reusable bags.

c. **Requirements for manufacturers.** Manufacturers must ensure all employees practice social distancing and must take appropriate additional public health precautions, in accordance with DCEO guidance, which include:

- provide face coverings to all employees who are not able to maintain a minimum six-foot social distance at all times;
- ensure that all spaces where employees may gather, including locker rooms and lunchrooms, allow for social distancing; and
- modify and downsize operations (staggering shifts, reducing line speeds, operating only essential lines, while shutting down non-essential lines) to the extent necessary to allow for social distancing and to provide a safe workplace in response to the COVID-19 emergency.

d. **Requirements for office buildings.** Employers in office buildings must ensure all employees practice social distancing and must take appropriate additional

² This guidance is available at: https://www.dph.illinois.gov/sites/default/files/COVID-19_WorkplaceHealth_SafetyGuidance20200505.pdf

public health precautions, in accordance with DCEO guidance, which may include:

- provide face coverings to all employees who are not able to maintain a minimum six-foot social distance at all times;
- consider implementing capacity limits where the physical space does not allow for social distancing;
- allow telework where possible; and
- develop and prominently post plans and signage to ensure social distancing in shared spaces such as waiting rooms, service counters, and cafeterias.

- e. **Requirements for meetings and events.** Indoor venues and meeting spaces can operate with the lesser of fifty attendees or fifty percent of room capacity, and in accordance with DCEO guidance.
- f. **Requirements for restaurants and bars.** All businesses that offer food or beverages for on-premises consumption—including restaurants, bars, grocery stores, and food halls—may resume service for on-premises consumption, as permitted by DCEO guidance. Such businesses continue to be permitted and encouraged to serve food and beverages so that they may be consumed off-premises, as permitted by law, through means such as in-house delivery, third-party delivery, drive-through, and curbside pick-up. Establishments offering food or beverages for on-premises consumption or for carry-out must ensure that they have an environment where patrons maintain adequate social distancing. All businesses covered in this section may permit outdoor on-premises food and beverage consumption in accordance with DCEO guidance and when permitted by local ordinances and regulations.
- g. **Requirements for fitness and exercise gyms.** Fitness and exercise gyms may be open in a manner consistent with DCEO guidance, which involves operating for member workouts at a maximum of 50 percent capacity and with social distancing and other precautions.
- h. **Requirements for personal services facilities.** Personal services facilities such as spas, hair salons, barber shops, nail salons, waxing centers, tattoo parlors, and similar facilities may be open but must ensure the use of face coverings, adherence to social distancing requirements, and use of capacity limits in accordance with DCEO guidance.
- i. **Requirements for outdoor recreation, youth day camps, and youth sports.** Businesses offering outdoor recreation, youth day camps, and youth sports may be open but must ensure the use of face coverings, adherence to social distancing requirements, and must take other public health steps in accordance with DCEO guidance.
- j. **Requirements for places of public amusement.** Places of public amusement may resume services consistent with DCEO guidance for indoor and outdoor recreation (including but not limited to arcades, bowling alleys, and driving ranges), museums and aquariums, zoos and botanical gardens, theaters and performing arts, and outdoor seated spectator events.
- k. **Requirements for film production.** Film production may operate with restrictions contained in DCEO guidance.

- l. **Minimum basic operations.** All businesses may continue to:

- i. Perform necessary activities to maintain the value of the business's inventory, preserve the condition of the business's physical plant and equipment, ensure security, process payroll and employee benefits, or for related functions.
- ii. Perform necessary activities to facilitate employees of the business being able to continue to work remotely.
- iii. Fulfill online and telephonic retail orders through pick-up or delivery.

4. **Exemptions.**

- a. **Free exercise of religion.** This Executive Order does not limit the free exercise of religion. To protect the health and safety of faith leaders, staff, congregants and visitors, religious organizations and houses of worship are encouraged to consult and follow the recommended practices and guidelines from the Illinois Department of Public Health.³ As set forth in the IDPH guidelines, the safest practices for religious organizations at this time are to provide services online, in a drive-in format, or outdoors (and consistent with social distancing requirements and guidance regarding wearing face coverings), and to limit indoor services to 10 people. Religious organizations are encouraged to take steps to ensure social distancing, the use of face coverings, and implementation of other public health measures.
- b. **Emergency functions.** All first responders, emergency management personnel, emergency dispatchers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and child welfare personnel, housing and shelter personnel, military, and other governmental employees working for or to support the emergency response are exempt from this Executive Order, but are encouraged to practice social distancing and take recommended public health measures.
- c. **Governmental functions.** This Executive Order does not apply to the United States government and does not affect services provided by the State or any municipal, township, county, subdivision or agency of government and needed to ensure the continuing operation of the government agencies or to provide for or support the health, safety and welfare of the public.

5. **Social Distancing, Face Covering, and PPE Requirements.** For purposes of this Executive Order, social distancing includes maintaining at least six-foot distance from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

- a. **Required measures.** Businesses must take proactive measures to ensure compliance with Social Distancing Requirements, including where possible:
 - i. **Designate six-foot distances.** Designating with signage, tape, or by other means six-foot spacing for employees and customers to maintain appropriate distance;
 - ii. **Hand sanitizer and sanitizing products.** Having hand sanitizer and sanitizing products readily available for employees and customers;

³This guidance is available at: <https://www.dph.illinois.gov/covid19/community-guidance/places-worship-guidance>

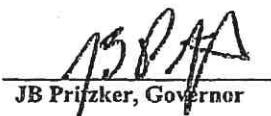
- iii. **Separate operating hours for vulnerable populations.** Implementing separate operating hours for elderly and vulnerable customers;
- iv. **Online and remote access.** Posting online whether a facility is open and how best to reach the facility and continue services by phone or remotely; and
- v. **Face Coverings and PPE.** Providing employees with appropriate face coverings and requiring that employees wear face coverings where maintaining a six-foot social distance is not possible at all times. When the work circumstances require, providing employees with other PPE in addition to face coverings.

6. **Enforcement.** This Executive Order may be enforced by State and local law enforcement pursuant to, *inter alia*, Section 7, Section 15, Section 18, and Section 19 of the Illinois Emergency Management Agency Act, 20 ILCS 3305.

Businesses must follow guidance provided or published by the Illinois Department of Commerce and Economic Opportunity regarding safety measures during Phase IV, and the Illinois Department of Public Health, local public health departments, and the Workplace Rights Bureau of the Office of the Illinois Attorney General with respect to Social Distancing Requirements. Pursuant to Section 25(b) of the Whistleblower Act, 740 ILCS 174, businesses are prohibited from retaliating against an employee for disclosing information where the employee has reasonable cause to believe that the information discloses a violation of this Order.

7. **No limitation on authority.** Nothing in this Executive Order shall, in any way, alter or modify any existing legal authority allowing the State or any county, or local government body to order (1) any quarantine or isolation that may require an individual to remain inside a particular residential property or medical facility for a limited period of time, including the duration of this public health emergency, or (2) any closure of a specific location for a limited period of time, including the duration of this public health emergency. Nothing in this Executive Order shall be construed as an exercise of any authority to order any quarantine, isolation, or closure. Nothing in this Executive Order shall, in any way, alter or modify any existing legal authority allowing a county or local government body to enact provisions that are stricter than those in this Executive Order.

8. **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. This Executive Order is meant to be read consistently with any Court order regarding this Executive Order.



JB Pritzker, Governor

Issued by the Governor June 26, 2020
Filed by the Secretary of State June 26, 2020

FILED
INDEX DEPARTMENT

JUN 26 2020

IN THE OFFICE OF
SECRETARY OF STATE

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A MOTION TO APPROVE THE 2019 MOTOR FUEL TAX (MFT) ROADWAY MAINTENANCE PROGRAM – PAY ESTIMATE NO. 2 (FINAL) – CHICAGOLAND PAVING CONTRACTORS, INC.	AGENDA NO. 5e AGENDA DATE: 07/27/2020
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STAFF REVIEW: Joe Coons, Public Works Superintendent	SIGNATURE: <i>J. Coons /mm</i>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <i>T. Bastian /mm</i>
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: <i>B. Pabst /mm</i>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>

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

This 2019 Motor Fuel Tax (MFT) Roadway Maintenance Program included full-depth patching on various streets throughout the Village, replacement of defective concrete curb and pedestrian sidewalks, crack sealing, and replacement of worn pavement markings. The Village awarded the 2019 MFT programming to Chicagoland Paving Contractors, Inc. on June 10, 2019. Chicagoland Paving Contractors, Inc., Lake Zurich, IL, is an IDOT pre-qualified bidder. The pay estimate has been reviewed by our Village Engineer, Christopher B. Burke Engineering. The invoice amount and quantities were found to be appropriate with their estimate and the provided material tickets.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The work is complete, and the contractor has submitted a request for payout No. 2 (FINAL)

Total Completed to Date	\$162,276.14
Previous Pay Estimate No. 1	\$136,408.82
Pay Estimate No. 2	\$25,867.32

The Village Engineer and Staff recommends that the Mayor and Village Board authorize Payout No. 2 (FINAL) to Chicagoland Paving Contractors, Inc. in the amount of \$25,867.32. The authorized payment amount would be expended from the following fund: MFT 04-56-430-684 Street Maintenance Contract.

ACTION PROPOSED: Approve Motion



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 22, 2020

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Mertens

Subject: 2019 MFT Road Project – Pay Estimate No. 2 (FINAL)
Section 19-00000-01 GM
(CBBEL Project No. 90-144 H206)

Dear Mike:

As requested, we have reviewed Pay Estimate No. 2 (invoice dated July 16, 2020 and received via FedEx on July 17, 2020) from Chicagoland Paving Contractors, Inc. for the work performed. The work included 3" Surface Patching, 6" Class D Patching, Thermoplastic Striping and Crack Sealing.

Total Completed to Date	\$162,276.14
Previous Pay Estimate No. 1	\$136,408.82
Pay Estimate No. 2	\$25,867.32

We note that CBBEL was not present during construction and the Village has verified the quality of work and quantities. No discrepancies were observed in the invoice and the quantities appear appropriate based on our engineers estimate. It is our opinion for the Village to pay the final invoice in the amount of \$25,867.32.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

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

Cc Joe Coons – Department of Public Services

Chicagoland Paving Contractors, Inc.

225 Telser Road
Lake Zurich, Illinois 60047
Phone (847) 550-9681
Fax (847) 550-9684

Transmittal Letter

To: Christopher Burke Engineering 9575 West Higgins, Suite 600 Rosemont, IL. 60018	From: Brian Callero
	Regarding: Village of Willowbrook 2019 MFT Road Program
Attention: Mr. Daniel Lynch	Date: July 16, 2020
Phone Number: 847-823-0500	Fax Number: 847-823-0520

To Whom It May Concern:

We are sending you via: U.S. Mail Fed Ex Hand Delivery Other _____

Description:

Invoice # 1910302-F	2 Originals
Chicagoland Paving – Final Waiver	2 Originals
Roadway Lines, Corp. - Partial & Final Waivers	2 Originals
SKC Construction, Inc. - Partial & Final Waivers	2 Originals
Chicagoland Paving - Certified Payroll Weeks Ending - 10/27/2019 Thru 11/3/2019	2 Originals
SKC Construction, Inc. - Certified Payroll Week Ending - 5/31/2020	2 Originals

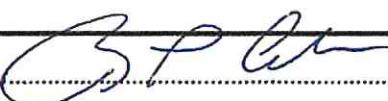
These are transmitted as checked below:

For your use For approval For review and comment As Requested

Remarks:

Do not hesitate to contact me should you have any questions or comments.

Signed



CHICAGOLAND PAVING CONTRACTORS, INC.

225 TELSER ROAD
LAKE ZURICH, IL 60047
(847) 550-9681
FAX (847) 550-9684

INVOICE

Date 7/16/2020
Due Date:

Inv. No.: 1910302-F
Page No.:

Village of Willowbrook
Accounts Payable
835 Midway Drive
Willowbrook, IL. 60527

**Village of Willowbrook
2019 MFT Road Program
Invoice #2 - Final**

CHICAGOLAND PAVING CONTRACTORS, INC.
 225 TELSER ROAD
 LAKE ZURICH, IL 60047

TEL: 847-550-9681 FAX: 847-550-9684

VILLAGE OF WILLOWBROOK
2019 MFT Road Program (19-103)

July 16, 2020

PAY REQUEST #2

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	To Date Quantity	Total This Payment
1	BITUMINOUS MATERIALS (TACK COAT)	LB	1094	\$ 0.01	\$10.94	1,094.00	\$10.94
2	HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50 (3")	TON	386	\$ 145.00	\$55,970.00	313.09	\$45,398.05
3	HOT MIX ASPHALT SURFACE COURSE REMOVAL, 3"	SY	2141	\$ 8.25	\$17,663.25	2,141.00	\$17,663.25
4	FRAMES AND LIDS TO BE ADJUSTED	EA	5	\$ 500.00	\$2,500.00		\$0.00
5	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LS	1	\$ 3,470.11	\$3,470.11	1.00	\$3,470.11
6	SHORT TERM PAVEMENT MARKING REMOVAL	SF	661	\$ 1.00	\$661.00		\$0.00
7	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (WHITE & YELLOW)	FT	740	\$ 1.20	\$888.00	2,130.00	\$2,556.00
8	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE)	FT	429	\$ 3.90	\$1,673.10	479.00	\$1,868.10
9	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (WHITE)	FT	200	\$ 5.05	\$1,010.00	390.00	\$1,969.50
10	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (WHITE)	FT	101	\$ 12.00	\$1,212.00	157.00	\$1,884.00
11	CLASS D PATCH, 6" (SPECIAL)	SY	289	\$ 61.00	\$17,629.00	334.19	\$20,385.59
12	CRACK FILLING (SPECIAL)	LB	44509	\$ 1.40	\$62,312.60	44,495.00	\$62,293.00
	Premium Time for Saturday Work	LS	0	\$ 4,777.60	\$0.00	1.00	\$4,777.60
	Original Contract Value						
	VALUE OF COMPLETED WORK						\$162,276.14
	LESS 0% RETENTION						\$0.00
	LESS PAYMENTS OF						(\$136,408.82)
	NET AMOUNT DUE						\$25,867.32

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF LAKE

} SS

CPC Project No. _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____ Village of Willowbrook
to furnish _____ Asphalt Paving, Crackfilling, Thermoplastic Markings
for the premises known as _____ 2019 MFT Road Program - Various Locations
of which _____ Village of Willowbrook is the owner.

THE undersigned, for and in consideration of _____ Twenty Five Thousand, Eight Hundred Sixty Seven Dollars & 32/100
(\$ 25,867.32) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE July 16, 2020 COMPANY NAME Chicagoland Paving Contractors, Inc.
ADDRESS 225 Telser Road, Lake Zurich, IL 60047

SIGNATURE AND TITLE  V.P.

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS
COUNTY OF LAKE

} SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned William R. Bowes being duly sworn, deposes
and says that he or she is Vice President
of Chicagoland Paving Contractors, Inc. who is the
contractor furnishing Asphalt Paving work on the building
located at 2019 MFT Road Program - Various Locations
owned by Village of Willowbrook

That the total amount of the contract including extras* is \$ 162,276.14 on which he has received payment of
\$ 136,408.82 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

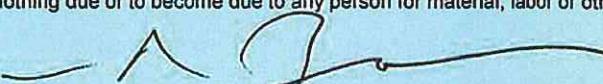
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Chicagoland Paving Contractors, Inc.	Asphalt Paving	96,183.54	90,486.67	5,696.87	0.00
S.K.C. Contractors, Inc.	Crackfilling	59,178.35	39,353.61	19,824.74	0.00
Roadway Lines Corp.	Thermoplastic Striping	6,914.25	6,568.54	345.71	0.00

All materials Taken From Prepaid Stock & Delivered in Company Owned Trucks. All Labor Paid In Full

Total Labor And Material Including Extras* To Complete	162,276.14	136,408.82	25,867.32	0.00
--	------------	------------	-----------	------

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above stated.

DATE July 16, 2020

Signature: 

Subscribed and sworn before me this

16th

day of

July

2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Chicagoland Paving Contractors, Inc
to furnish Thermoplastic Striping
for the premises known as 2019 MFT Road Program – Various Locations
of which Village of Willowbrook is the owner.
THE undersigned, for and in consideration of Six Thousand Five Hundred Sixty-Eight And 54/00 (\$ 6,568.54)
Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all
labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter,
by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 2/4/2020

COMPANY NAME Roadway Lines Corporation
ADDRESS P. O. BOX 961 W Dundee IL 60118

SIGNATURE AND TITLE 

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Bernardo Flores BEING DULY SWORN, DEPOSES
AND SAYS THAT HE IS The President OF Roadway Lines Corporation WHO
IS THE CONTRACTOR FURNISHING Paving Markings WORK ON
THE JOB SITE LOCATED AT 2019 MFT Road Program – Various Locations

OWNED BY Village of Willowbrook

That the total amount of the contract including extras* is \$ 6,914.25 on which he or she has
received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and
delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers.

"Additional, the undersigned hereby waives any and all of the undersigned's rights and claims under the Illinois Public
Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claims of, or right to lien under
the statutes of Illinois relating to mechanics liens"

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ROADWAY LINES CORPORATION	PAVING MARKINGS	\$6,914.25	\$0.00	\$6,568.54	\$345.71
TOTAL PAY FOR LABOR AND MATERIAL INCLING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

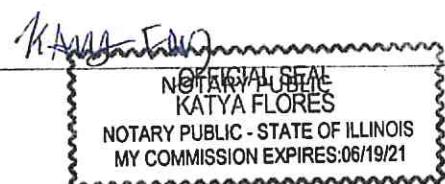
DATE 2/4/2020

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

4 DAY OF February 2020,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Chicagoland Paving Contractors, Inc
to furnish Thermoplastic Striping
for the premises known as 2019 MFT Road Program – Various Locations
of which Village of Willowbrook is the owner.
THE undersigned, for and in consideration of Three Hundred Forty-Five and /71 (\$ \$ 345.71)Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 7-13-20

COMPANY NAME Roadway Lines Corporation

ADDRESS P. O. BOX 961 W Dundee IL 60118

SIGNATURE AND TITLE 

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Kane

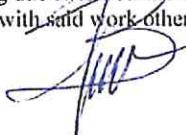
TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Bernardo Flores BEING DULY SWORN, DEPOSES
AND SAYS THAT HE IS The President OF Roadway Lines Corporation WHO
IS THE CONTRACTOR FURNISHING Paving Markings WORK ON
THE JOB SITE LOCATED AT 2019 MFT Road Program – Various Locations
OWNED BY Village of Willowbrook
That the total amount of the contract including extras* is \$ 6,914.25 on which he or she has
received payment of \$ 6,568.54 prior to this payment. That all waivers are true, correct and genuine
and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers.
"Additional, the undersigned hereby waives any and all of the undersigned's rights and claims under the Illinois Public
Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claims of, or right to lien under
the statutes of Illinois relating to mechanics liens"

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ROADWAY LINES CORPORATION	PAVING MARKINGS	\$6,914.25	\$6,568.54	\$345.71	\$0.00
TOTAL PAY FOR LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 7-13-20

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13 DAY OF July 20,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



PARTIAL WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CHICAGOLAND PAVING CONTRACTORS, INC. to furnish CRACKFILLING

for the premises known as 2019 MFT ROAD PROGRAM-VARIOUS LOCATIONS
of which VILLAGE OF WILLOWBROOK

The undersigned, for and in consideration of THIRTY NINE THOUSAND THREE HUNDRED FIFTY THREE AND 61/100
(\$ 39,353.61) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _____ our _____ hand _____ and seal _____ this
4 _____ day of FEBRUARY, 2020 *John B. Oat*

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

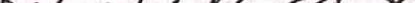
STATE OF ILLINOIS }
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

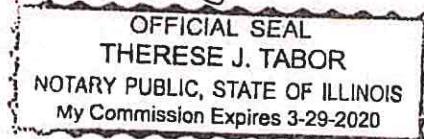
THE undersigned, being duly sworn, deposes and says that he is PRESIDENT
of the SKC CONSTRUCTION, INC.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 4 day of FEBRUARY, 2020.

Signature: 

Subscribed and sworn to before me this 4 day of FEBRUARY A.D. 2020.



FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CHICAGOLAND PAVING CONTRACTORS, INC.

to furnish CRACK FILLING

for the premises known as 2019 MFT ROAD PROGRAM

of which **VILLAGE OF WILLOWBROOK** is the owner.

The undersigned, for and in consideration of NINETEEN THOUSAND EIGHT HUNDRED TWENTY FOUR AND 74/100
(\$ 19,824.74) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under our hand and seal this
10 day of JULY 2020
Signature and Seal: 

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is PRESIDENT
of the SKC CONSTRUCTION, INC.

who is the contractor for the CRACK FILLING work on the
building located at 2019 MFT ROAD PROGRAM
owned by VILLAGE OF WILLOWBROOK

That the total amount of the contract including extras is \$ 59,178.35 on which he has received payment of
\$ 39,353.61 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who
have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said
work or for material entering into the construction thereof and the amount due or to become due to each, and that the items

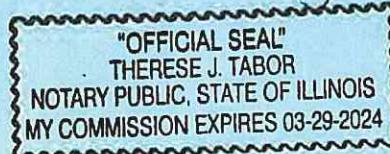
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 10

day of JULY 2020

Signature:

Subscribed and sworn to before me this 10 day of JULY 2020





Illinois Department
of Transportation

Payroll

Job ID 2019131: Vill of Willowbrook 2019 MFT Road Prog.

Date 07/13/2020

(4) That:

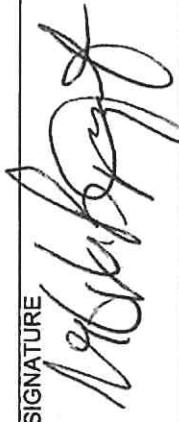
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS,
FUND'S OR PROGRAM'S

I, Jeffrey Bergquist President
(Name of signatory party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by SKC Construction, Inc.
on the VII of Willowbrook 2019 MFT Rd Prog.
(Building or Work)
05/25/2020 ; that during the payroll period commencing on
and ending on 05/31/2020 all persons employed on said project have been paid
the full weekly wages earned, that no rebates have been or will be made either directly or indirectly
to or on behalf of said
SKC Construction, Inc. (Contractor or Subcontractor) from the full
weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act,
as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described
below: 401k Plan

Wage Garnishments

Employee Savings Plan

NAME AND TITLE Jeffrey Bergquist President
SIGNATURE 
EXPLANATION
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT
THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED
STATE CODE.

(2) That any payrolls otherwise under the contract required to be submitted for the above
period are correct and complete; that the wage rates for laborers or mechanics contained
therein are not less than the applicable wage rates contained in any wage determination
incorporated into the contract, that the classifications set forth therein for each laborer or
mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are registered with the Bureau of
Apprenticeship and Training, United States Department of Labor.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. **6**

AGENDA DATE: 07/27/20

STAFF REVIEW: Christine Mardegan, Executive Secretary

SIGNATURE: C. Mardegan /m

LEGAL REVIEW: Thomas 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 COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The Village has received a request for a new liquor license from Nail Fairy Lounge 835 75th Street Willowbrook, IL 60627. The business owner would like to enhance their client's customer experience by providing the availability of beer and wine for customers who utilize their establishment for personal spa services.

The Village has received a formal application, it has been reviewed for completeness and the background check has been received.

Historically, the Liquor Control Commissioner recommends to the Village Board an amendment to the Village Code of Ordinances be considered with regard to the number of liquor licenses within each class of license. The attached Ordinance would amend the Village Code to reflect an increase in the Class N license category from one (1) to two (2). The Class N license is for Hair and Nail Salons only. The license would provide for the sale of beer and wine only with a 2-drink maximum/customer/visit. Video gaming shall not be permitted on the premises of a Class N liquor license, per Village Ordinance.

If approved, the Class N license would be issued to Nail Fairy Lounge 835 75th Street Willowbrook, IL 60627. The salon would also have to comply with all other state and local liquor licensing regulations.

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to increase the Class N liquor license from one (1) to two (2).

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 20-O—

**AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,”
OF CHAPTER 12 ENTITLED “LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS”
OF THE VILLAGE CODE OF ORDINANCES OF
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Willowbrook, are expressly authorized, pursuant to Section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook, have determined that it is proper and in the best interest of the Village to increase the number of Class N liquor licenses for the retail sale of alcoholic liquor in the Village of Willowbrook.

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

SECTION ONE: Section 3-12-5 entitled: “Classifications,” of Chapter 12 entitled “Liquor,” of Title 3 entitled “Business” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is further amended by adding thereto, in proper alphabetical order, Section 3-12-5(N) to read as follows:

N	Retail – On Premise Consumption - Hair or Nail Salon
----------	--

“[N] Class N: Class N license shall authorize the retail sale of beer by the can, bottle or glass and wine by the glass for consumption on the licensed premises only of a hair salon or nail salon. The sale of beer and wine shall be limited to patrons of the hair or nail salon as part of salon services being rendered to those patrons. In addition, there shall be

a two (2) alcoholic beverage drink maximum for each patron receiving salon services. No alcoholic liquor may be sold, given or delivered to persons who are not receiving salon services. Video gaming shall not be permitted on the premises of a Class N liquor license.

The annual license fee for a Class N license shall be One Thousand Five Hundred Dollars (\$1,500.00). The maximum number of Class N licenses shall be two (2)."

SECTION TWO: The remaining provisions of section 3-12-5 shall remain in full force and effect and unamended by this Ordinance.

SECTION THREE: Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of said conflict.

SECTION FOUR. This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and APPROVED this 27th day of July, 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

An Ordinance Amending Chapter 6, Section 9-6-1(B), Chapter 8, Section 9-8-4(A) and Chapter 12, Section 9-12-10 of Title 9, Entitled "Zoning Title of The Village", of the Willowbrook Municipal Code of the Village of Willowbrook To Authorize Certain Temporary Outdoor Activities.

AGENDA NO. 7

AGENDA DATE: 07/27/20

STAFF REVIEW: Ann Choi, Planning Consultant

SIGNATURE: *A. Choi /mon*

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: *T. Bastian /mon*

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: *B. Pabst /mon*

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

In late 2019, a new and significant outbreak of the Coronavirus Disease 2019, known as 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 17, 2020. On March 9, 2020, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area under a Governors Disaster Proclamation. A stay-at-home order was issued restricting business operations due to the COVID-19 pandemic, and a Phase 5 program, Restore Illinois, was initiated to guide the state's business activities through this pandemic. As of June 26, 2020, Illinois is in the Phase 4 Revitalization stage. On May 28, 2020, Mayor Frank A. Trilla signed Executive Order 2020-1 to allow for the use of private property for temporary outside activities in keeping with Phase 4 of the Governor's Restore Illinois Plan. On June 8, 2020, the Village's Law & Ordinance Committee reviewed possible text amendments to the zoning code and recommended changes to the zoning code to align with the recently executed order.

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

Of the many businesses within the Village that have been significantly and adversely affected by the ongoing COVID-19 pandemic, places of eating/drinking have been hit especially hard. The proposed changes to the zoning code would allow for places of eating/drinking establishments such as fast-food establishments and production brewery taprooms to have outdoor dining through a temporary permit process to be applied for annually during the state of emergency but also when the emergency is lifted, and to allow for outdoor dining to extend until December 1st. Currently a fast-food restaurant or the brewery in town cannot apply for a temporary permit unless it is part of a PUD. Outdoor dining is also not allowed beyond September 30 of each year. Any relief from the off-street parking requirements or allowing service businesses such as health clubs to hold outdoor classes is already covered under the Executive Order 2020-1 and will not require changes to be made to the zoning code.

The Village's petition was discussed at the July 8, 2020 regular meeting of the Plan Commission. There were no members of the public that came forward in support or opposition of the proposed text amendments. The Plan Commission voted 5-0 in favor of the proposed text amendments, to forward a positive recommendation to the Village Board.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 20-O-_____

**AN ORDINANCE AMENDING CHAPTER 6, SECTION 9-6-1(B), CHAPTER 8,
SECTION 9-8-4(A) AND CHAPTER 12, SECTION 9-12-10 OF TITLE 9, ENTITLED
“ZONING TITLE OF THE VILLAGE”, OF THE WILLOWBROOK MUNICIPAL
CODE OF THE VILLAGE OF WILLOWBROOK TO AUTHORIZE CERTAIN
TEMPORARY OUTDOOR ACTIVITIES**

WHEREAS, the Village of Willowbrook (“Village”), is an Illinois home rule municipal corporation pursuant to Article VIII, Section 6 of the Illinois Constitution of 1970 and has adopted certain municipal regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people, which regulations are codified in the Willowbrook Municipal Code, as amended; 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, the Corporate Authorities of the Village periodically reviews the Zoning Ordinance for necessary changes as deemed to be in the best interest of the Village; and,

WHEREAS, on June 15, 2020, the Village petitioned for a text amendment to the Zoning Ordinance to allow service businesses to utilize exterior space to conduct business activities exterior to the premises on a temporary basis to allow for outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary use, to allow for outdoor dining at fast food restaurants as a temporary use, and to allow such outdoor activities to extend until December 1 of each year; and,

WHEREAS, a public notice was published in compliance with Section 9-15-3(A) of the Zoning Ordinance, in The Doings newspaper on June 18, 2020, which is more than fifteen (15) days but less than thirty (30) 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 July 8, 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 July 13, 2020, a copy of which is attached hereto as Exhibit "A", which is by this reference, incorporated herein; and,

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to amend the zoning code, as hereinafter set forth, to encourage and expand the ability of restaurants, bars, fast-food establishments and other service business activities to offer outdoor consumption of food and drinks; and

WHEREAS, the Corporate Authorities of the Village have determined that the proposed text amendments, as hereinafter set forth, will serve these substantial governmental and community interests.

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

SECTION ONE: That Title 9, Chapter 6, Section 9-6-1(B) of the Zoning Ordinance, as amended, is hereby further amended by deleting Section 9-6-1(B) in its entirety and in lieu thereof, the following language shall be substituted:

"Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods

produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, except for off street automobile parking, off street loading, open sales lots, drive-in facilities and outdoor activities authorized by Section 9-12-10 of the Willowbrook Code in districts where they are permitted. Goods sold shall consist primarily of new merchandise, except for antique shops."

SECTION TWO: That Title 9, Chapter 8, Section 9-8-4(A) of the Zoning Ordinance, as amended, is hereby further amended by deleting the definition of "Outdoor Storage" in its entirety and in lieu thereof, the following language shall be substituted:

"Outdoor Storage: All operations, activities and storage shall be conducted wholly inside a building or buildings except for outdoor activities authorized by Section 9-12-10 of the Willowbrook Code. The outdoor storage of trucks, buses and other vehicles is expressly prohibited."

SECTION THREE: That Title 9, Chapter 12, Section 9-12-10, as amended, is hereby further amended by deleting the following definition in its entirety and in lieu thereof, the following language shall be substituted:

"There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary outdoor permit basis upon the approval of the Village Administrator or his/her designee, subject to such conditions and restrictions as the Village Administrator or his/her designee deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon expiration or termination of such building permits, or issuance of an occupancy certificate for the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, B-4 Business Districts and the M1 Light Manufacturing District, outdoor seating in a designated area in conjunction with a restaurant, fast food establishment or a production brewery taproom, for a period not to exceed two hundred forty-five (245) days commencing no earlier than April 1 of each year and ceasing no later than December 1 of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Village Administrator or his/her designee.

In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than December 15 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development.”

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 27th day of July, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

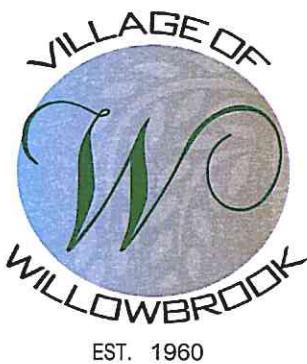
Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen,
Village Clerk

EXHIBIT "A"

PLAN COMMISSION RECOMMENDATION



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MEMORANDUM

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

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

MEMO FROM: John Wagner, Vice Chairman, Plan Commission
(on behalf of Dan Kopp, Chairman)

DATE: July 13, 2020

SUBJECT: **Zoning Hearing Case 20-05:** Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois. Consideration of a petition for text amendments to amend Section 9-6-1 General Conditions, Section 9-8-4 District Standards, Section 9-12-10 Temporary Uses, and any other relevant sections for clarity, of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code, to allow for the following: temporary outside activities including, but not limited to, outdoor dining on private property, service businesses to utilize exterior space to conduct business activities, outdoor dining in the M-1 Light Manufacturing District, and outdoor dining to extend beyond September 30th of each year.

At the special meeting of the Plan Commission held on July 8, 2020, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus and seconded by Ruffolo that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendments presented on pages 4 and 5 of the staff report for PC Case Number 20-05 to allow service businesses to utilize exterior space to conduct business activities as a temporary building permit, allow for outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary use, allow for outdoor dining at fast food restaurants as a temporary use, and allow for outdoor dining to extend beyond September 30 of each year.

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

MOTION DECLARED CARRIED

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

DK:jp



Proud Member of the
Illinois Route 66 Scenic Byway



Village of Willowbrook Staff Report to the Village Board

Village Board

Receive: July 13, 2020
Vote: July 27, 2020

Public Hearing Date: July 8, 2020

Prepared By: Ann Choi, Planning Consultant

Case Title:

PC 20-05: Consideration of a petition for text amendments to amend Section 9-6-1 General Conditions, Section 9-8-4 District Standards, Section 9-12-10 Temporary Uses, and any other relevant sections for clarity, of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code, to allow for the following: temporary outside activities including, but not limited to, outdoor dining on private property, service businesses to utilize exterior space to conduct business activities, outdoor dining in the M-1 Light Manufacturing District, and outdoor dining to extend beyond September 30th of each year.

Petitioner:

Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois 60527

**Action Requested by
Applicant:**

Title 9 – Zoning Sections:

9-6-1 Add outdoor dining subject to Section 9-12-10 of the zoning ordinance to allow service businesses to utilize exterior space to conduct business activities.

9-12-10 Allow for outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary use.

Allow for outdoor dining at fast food restaurants as a temporary use.

Allow for outdoor dining to extend beyond September 30 of each year.

9-8-4 Allow outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary use.

**Necessary Action by
Village Board:**

Consideration of Attached Ordinance.



Documents Attached:

Attachment 1: Public Hearing Notice (2 sheets)
Attachment 2: Restore Illinois Plan
Attachment 3: Phase 4 Revitalization Stage
Attachment 4: Executive Order 2020-1



History & Background

On March 9, 2020, Governor J.B. Pritzker, issued a Gubernatorial Disaster Proclamation declaring that all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19. Shortly thereafter, on March 16, 2020, Governor Pritzker issued Executive Order No. 2020-07, which prohibited all businesses within the State that offer food or beverages for on-premises consumption – including restaurants, bars, grocery stores, and food halls – from providing on-premises service of food and beverages and limited their operations to delivery and carry-out services only.

On March 23, 2020, Mayor Frank A. Trilla issued a Declaration of a Local State of Emergency pursuant to the authority granted by Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6 to address the health threat posed by the COVID-19 pandemic for the Village of Willowbrook.

Of the many businesses within the Village that have been significantly and adversely affected by the ongoing COVID-19 pandemic, restaurants have been particularly impacted by the requirement that they cease providing on-premises services during the pandemic. Additionally, service businesses were not allowed to have activities to conduct activities outside of an enclosed building.

After issuing the Executive Order, Governor Pritzker released the “Restore Illinois” Plan, a 5-phase program, to provide a path for reopening businesses and facilities based on when geographic regions of the state meet specific goals regarding the spread of the virus and the availability of medical facilities. The state has just advanced from the Phase 3 Recovery stage to the Phase 4 Revitalization stage. During Phase 3, the state allowed outdoor dining, limited occupancy for retail, salons, office, and manufacturing to open; however, gatherings were limited to ten people. The Phase 4 opening date went into effect on June 26, 2020. Phase 4 would allow for internal restaurant openings with groups of ten people or less, with tables spaced 6-feet apart in seated areas, and with standing areas at no more than 25% of capacity. Phase 4 would also allow health and fitness workplaces to operate at maximum of 50% of occupancy at any given time. The Restore Illinois Chart is included as **Attachment 2** of this report for further detail, and the Phase 4 Revitalization Stage is included as **Attachment 3** of this report.

On May 28, 2020, Mayor Frank A. Trilla signed Executive Order 2020-1 to allow for the use of private property for temporary outside activities in keeping with Phase 4 of the Governor’s Restore Illinois Plan. Executive Order 2020-1 is included as **Attachment 4** for reference.

Discussion of Request

This Village-initiated text amendment was brought about because of an increase in inquiries from local business owners seeking flexibility in operating their businesses with the various occupancy restrictions and social distancing requirements in place. Ideas such as outdoor exercise classes for health clubs, expanded outdoor dining and creative marketing ideas to attract customers such as showing outdoor movies have been proposed by business owners.

As previously mentioned, the Village of Willowbrook’s current zoning code does not allow service businesses to have activities outside of an enclosed building. See the following code sections:

Section 9-6-1(B):

Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, except for off street automobile parking, off street



loading and open sales lots and drive-in facilities in districts where they are permitted. Goods sold shall consist primarily of new merchandise, except for antique shops. (Ord. 77-O-14, 3-31-1977)

The zoning code allows for outdoor seating for restaurants in the B-1, B-2, B-3, and B-4 Business Districts. The M1 Light Manufacturing District is not currently mentioned, although the brewery may benefit from such a use during this time. Additionally, the zoning code does not allow for outdoor dining at fast food establishments.

Section 9-8-4 District Standards:

All of the property located in this district is subject to the general standards and regulations of this title. To conserve space, these standards and regulations have not been reprinted in the regulations for each district. Property located in this district is also subject to the following additional standards:

(A) Outdoor Storage: All operations, activities and storage shall be conducted wholly inside a building or buildings. The outdoor storage of trucks, buses and other vehicles is expressly prohibited.

Section 9-12-10 Temporary Uses:

In the **B-1, B-2, B-3 and B-4 Business Districts**, outdoor seating in a designated area in conjunction with a restaurant **(but specifically excluding fast food establishments)** for a period not to exceed two hundred (200) days commencing no earlier than **April 1 of each year** and ceasing no later than **September 30** of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the Director of Municipal Services.

The Law and Ordinance Committee held a meeting on June 8, 2020 to discuss how to provide support and relief for the Village's struggling businesses during the pandemic, and Village staff was directed to review and amend the zoning code to allow for the use of private property for temporary outside activities as well as other temporary ease on zoning regulations. Staff is therefore seeking the Plan Commission's recommendation on the following proposed text amendments to allow for the following:

1. Allow for service businesses to utilize exterior space to conduct business activities as a temporary building permit.
2. Allow for outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary permit.
3. Allow for outdoor dining at fast food establishments as a temporary permit.
4. Allow for outdoor dining to extend beyond September 30 of each year.

A reduction in off-street parking requirements may be required in situations where outdoor dining utilizes existing parking spaces. Executive Order 2020-1 provides temporary relief for standalone restaurants to utilize 50% of their parking area for outdoor dining and/or consumption. The applicant for a temporary use permit will be required to submit a drawing that sufficiently shows the area of the proposed outdoor dining, alcohol consumption or activity area with their application.

Existing and Proposed Amendments

Staff proposes the following text amendments. Additions are denoted by **bold and underline**. Deletions are denoted by a ~~strikethrough~~.



9-6-1: GENERAL CONDITIONS:

The following regulations apply to all business districts within the Village, and each use must comply with them:

(B) Business Establishments: All business establishments shall be retail trade or service establishments dealing directly with consumers and all goods produced on the premises shall be sold on the premises where produced, and all business, service, storage, merchandise, display, and where permitted, repair and processing shall be conducted wholly within a completely enclosed building, except for off street automobile parking, off street loading, and open sales lots, and drive-in facilities, **and outdoor activities authorized by Section 9-12-10 of the Willowbrook Code** in districts where they are permitted. Goods sold shall consist primarily of new merchandise, except for antique shops. (Ord. 77-O-14, 3-31-1977)

9-8-4: DISTRICT STANDARDS:

All of the property located in this district is subject to the general standards and regulations of this title. To conserve space, these standards and regulations have not been reprinted in the regulations for each district. Property located in this district is also subject to the following additional standards:

(A) Outdoor Storage: All operations, activities and storage shall be conducted wholly inside a building or buildings **except for outdoor activities authorized by Section 9-12-10 of the Willowbrook Code**. The outdoor storage of trucks, buses and other vehicles is expressly prohibited.

9-12-10: TEMPORARY USES:

There are several uses which are temporary in nature, which may be permitted due to their unique nature. The following uses may be permitted in each district on a temporary basis upon the approval of the **Director of Municipal Services Village Administrator or his/her designee**, subject to such conditions and restrictions as the **Director of Municipal Services Village Administrator or his/her designee** deems appropriate together with the time limits and other conditions set forth below:

A carnival or circus when operated or sponsored by a local not for profit organization (not to be located in any residential district, except on park, church or school property) to continue for a period not to exceed one week. Such uses shall comply with the setback requirements of the district in which they are located.

Contractor's office and equipment shed (containing no cooking or sleeping accommodations) accessory to a construction project, and to continue only for the duration of the project, while building permits are in force. Such offices and/or equipment shall be removed upon lapse of building permits, or issuance of occupancy certificate on the last dwelling unit.

In Business Districts B-1 through B-4, Christmas tree sales for a period not to exceed forty-five (45) days commencing no earlier than November 10 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, outdoor garden supply sales for a period not to exceed one hundred twenty (120) days commencing no earlier than March 15 of each year and ceasing no later than July 15 of each year.

In the B-1, B-2, B-3, and B-4 Business Districts **and the M1 Light Manufacturing District**, outdoor seating in a designated area in conjunction with a restaurant, **(but specifically excluding fast food establishments)** **or a production brewery taproom**, for a period not to exceed two hundred **forty-five (200) days** **30 December 1** commencing no earlier than April 1 of each year and ceasing no later than **September 30 December 1** of each year. Approval of such use shall be subject to consideration of such issues as location, vehicle and pedestrian circulation and safety, fire access, sanitation and supervision standards deemed appropriate by the **Director of Municipal Services Village Administrator or his/her designee**.



In the B-1, B-2, B-3, and B-4 Business Districts, the outdoor display of product, or approved product related merchandise, by businesses wherein the principal use is retail grocery, and the business maintains a gross floor area in excess of thirty thousand (30,000) square feet. Such displays may commence no earlier than April 1 of each year and cease no later than November 15 of each year.

In the B-1, B-2, B-3 and B-4 Business Districts, the outdoor display of merchandise or conduct of attractions in connection with art fairs, sidewalk sales, grand openings, automobile shows or other special promotions. All outdoor displays and/or attractions shall comply with the setback requirements of the district in which they are located. Each freestanding business or shopping center is permitted four (4) special promotions per calendar year for a period not to exceed ten (10) days for each promotion.

Real estate office (containing no cooking or sleeping accommodations unless located within a model dwelling unit) incidental to a new housing project, and then to continue only until disposal of substantially all the units within the development. (Ord. 77-O-14, 3-31-1977; amd. Ord. 87-O-20, 5-11-1987; Ord. 97-O-05, 1-27-1997; Ord. 05-O-04, 2-28-2005; Ord. 05-O-32, 11-14-2005)

Public Hearing and Recommendation

The Plan Commission conducted a public hearing on this petition at their July 8, 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: Vice Chairman Wagner, Commissioners Ruffalo, Kaucky, Remkus and Walec. Chairman Dan Kopp and Commissioner Soukup were 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 text amendments. The Plan Commission voted 5-0 of the members present in favor of the proposed text amendments, to forward a positive recommendation to the Village Board.

Recommendation

Staff believes the proposed text amendments are in keeping with the Executive Order 2020-1 and would alleviate the hardships faced by many of the hardest-hit businesses in the Village of Willowbrook. Therefore, staff recommends approval of the proposed text amendments. If the Plan Commission agrees, the following sample motion is provided for the Plan Commission:

Sample Motion

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendments presented on pages 4 and 5 of the staff report for PC Case Number 20-05 to allow service businesses to utilize exterior space to conduct business activities as a temporary building permit, allow for outdoor dining within the M1 Light Manufacturing District in conjunction with a production brewery taproom as a temporary use, allow for outdoor dining at fast food restaurants as a temporary use, and allow for outdoor dining to extend beyond September 30 of each year.



Attachment 1
Public Hearing Notice (2 pages)

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 20-05

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 8th of July, 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, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website <https://www.willowbrookil.org/Archive.aspx?AMID=44> once available.

The purpose of this public hearing shall be to consider a petition for text amendments to amend Section 9-6-1 General Conditions, Section 9-12-10 Temporary Uses, Section 9-8-4 District Standards, and any other relevant sections for clarity, of Title 9 – Zoning Title of the Village of the Willowbrook Municipal Code, to allow for the following: temporary outside activities including, but not limited to, outdoor dining on private property, service businesses to utilize exterior space to conduct business activities, outdoor dining in the M-1 Light Manufacturing District, outdoor dining to extend beyond September 30th of each year, and a temporary reduction in parking requirements and/or reduced drive aisles for outside business activities and outdoor dining during a state of emergency, currently related to the Covid-19 pandemic.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is 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 July 8, 2020 to 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 June 18, 2020 edition of *The Doings* Newspaper.



Attachment 2
Restore Illinois Plan Overview (1 page)

RESTORE ILLINOIS

A Public Health Approach To Safely Reopen Our State

Phase 1 Rapid Spread	Phase 2 Flattening	Phase 3 Recovery	Phase 4 Revitalization	Phase 5 Illinois Restored
<p>Strict stay at home and social distancing guidelines are put in place, and only essential businesses remain open.</p> <p>Every region has experienced this phase once already and could return to it if mitigation efforts are unsuccessful.</p>	<p>Non-essential retail stores reopen for curb-side pickup and delivery.</p> <p>Illinoisans are directed to wear a face covering when outside the home and can begin enjoying additional outdoor activities like golf, boating & fishing while practicing social distancing.</p>	<p>Manufacturing, offices, retail, barbershops and salons can reopen to the public with capacity and other limits and safety precautions.</p> <p>Gatherings of 10 people or fewer are allowed.</p> <p>Face coverings and social distancing are the norm.</p>	<p>Gatherings of 50 people or fewer are allowed, restaurants and bars reopen, travel resumes, child care and schools reopen under guidance from the Illinois Department of Public Health.</p> <p>Face coverings and social distancing are the norm.</p>	<p>The economy fully reopens with safety precautions continuing.</p> <p>Conventions, festivals and large events are permitted, and all businesses, schools and places of recreation can open with new safety guidance and procedures.</p>

<p>New case growth slows</p> <p>Surge hospital capacity</p> <p>10,000 tests per day statewide</p> <p>Testing for any symptomatic health care workers and first responders</p>	<p>Case positivity rate and hospital capacity benchmarks met</p> <p>Testing for patients, health care workers and at-risk residents</p> <p>Begin contact tracing and monitoring within 24 hours of diagnosis</p>	<p>Case positivity rate and hospital capacity benchmarks met</p> <p>Testing available regardless of symptoms or risk factors</p> <p>Contact tracing within 24 hours of diagnosis for more than 90% of cases</p>	<p>Post-pandemic:</p> <p>Vaccine, effective and widely available treatment, or the elimination of new cases over a sustained period of time through herd immunity or other factors</p>
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Attachment 3
Phase 4 Revitalization Stage (2 pages)



PHASE 4 GUIDELINES OVERVIEW

RESTORE ILLINOIS

A Public Health Approach To Safely Reopen Our State

PART OF PHASE IV OF RESTORE ILLINOIS PLAN

APPLICABLE TO EACH REGION UPON TRANSITION TO PHASE IV | ISSUED ON JUNE 22, 2020 | EARLIEST EFFECTIVE DATE JUNE 26, 2020

ALL INDUSTRIES

- All employees who can work from home should continue to do so
- Continue to wear face covering that covers nose and mouth, maintain social distance of 6 ft., and frequently wash hands
- Continue employee health screenings upon entry into the workplace and mid-shift screenings for employees with shifts >5 hours (virtual screening permitted)
- Follow guidelines on capacity limits and group sizes (to be continually reassessed throughout Phase 4)

DAY CAMPS

- Capacity limit of no more than 50% of facility occupancy
- Group sizes of 15 participants, unless participants changing weekly
- Water-based activities permitted according to IDPH guidelines
- Continue to encourage outdoor activities as much as possible, especially for activities requiring physical exertion and/or exertion of voice

FILM PRODUCTION

- Capacity limit of no more than 50% of sound stage/location occupancy
- Crowd scenes should be limited to 50 people or fewer
- All individuals should maintain 6 ft. of social distancing unless job duty cannot be performed without proximity (e.g. actors performing, hair, makeup, costumes)
- One-time nasal swab for RT-PCR testing of all cast and crew should be obtained within 48 to 72 hours prior to the start of work on set or location
- Craft services and catering should follow Restaurant and Bar guidelines
- Live audiences permitted in line with Theatre/Performing Arts guidelines

HEALTH AND FITNESS

- Capacity limit of no more than 50% occupancy
- Group fitness classes of up to 50 people with at least 6 ft. social distancing between individuals permitted; multiple groups permitted given facilities have space to appropriately social distance and can limit interaction between groups
- Workout stations and equipment should be 6 ft. apart without barriers or 3 ft. apart with impermeable barriers in between
- For open gym spaces, have 1 employee per every 4,000 sq. ft. to monitor social distancing and sanitize equipment between use
- Sanitize equipment before and after each individual use and sanitize locker rooms and showers at least every hour
- Keep ancillary accommodations (e.g. saunas, hot tubs, steam rooms) closed, though childcare areas are permitted to reopen in line with DHFS childcare guidelines
- Members should wear face covering over their nose and mouth whenever not exercising

INDOOR/OUTDOOR RECREATION

- Reopening select indoor recreation facilities (e.g. bowling alleys, skating rinks); indoor playgrounds and trampoline parks should remain closed
- Indoor recreation to operate at lesser of 50 customers or 50% of facility capacity
- Outdoor recreation allowing group sizes of up to 50, and permitting multiple groups given facilities have space to appropriately social distance and can limit interaction between groups
- Activity stations should be spaced at least 6 ft. apart or limited in number to ensure social distancing
- Shared equipment should be disinfected before and after each use
- Clubhouses and other communal gathering places allowed to reopen
- Concessions permitted with restrictions

MANUFACTURING

- In-person meetings of up to 50 people with social distancing permitted

MEETINGS AND SOCIAL EVENTS

- Limit to 50 people or less with social distancing or 50% of overall facility capacity
- Multiple groups may meet in the same facility if they are socially distanced and in separate rooms
- Groups should be static for duration of meeting or event. If event includes multiple sessions, participants should remain in one room, and speakers/presenters should rotate between rooms or be digitally displayed (e.g. projected, livestreamed) in multiple rooms
- Dance floors should remain closed
- Food service should follow Restaurant and Bar guidelines

MUSEUMS

- Capacity limit of no more than 25% occupancy
- Guided tours should be limited to 50 or fewer people per group
- Hands-on exhibits and touch screens should be closed or modified to eliminate the hands-on component
- Audio tours are permitted, though equipment should be disinfected before and after individual use
- Museums should have plan to limit congregation via advance ticket sales and timed ticketing
- Concessions permitted with restrictions



PHASE 4 GUIDELINES OVERVIEW

PART OF PHASE IV OF RESTORE ILLINOIS PLAN

APPLICABLE TO EACH REGION UPON TRANSITION TO PHASE IV | ISSUED ON JUNE 22, 2020 | EARLIEST EFFECTIVE DATE JUNE 26, 2020

OFFICES

- Continue capacity limit of no more than 50% occupancy
- In-person meetings of up to 50 people with social distancing permitted
- Continue health screenings, though employers may screen office employees via in-person conversation or questionnaire once at their workstation, or using virtual method

RESTAURANTS AND BARS

- Indoor dining and drinking now permitted for parties of up to 10 people
- Seated areas should be arranged so that tables allow for 6 ft. between parties; impermeable barriers may be installed between booths which are less than 6 ft. apart
- Standing areas (in restaurants or bars) should be limited to no more than 25% of standing area capacity
- Buffets and self-service food stations (e.g. hot and cold bars, bulk items, baked goods) should adhere to additional minimum guidelines
- Self-service beverage fountains are permissible with the additional precautions

RETAIL AND SERVICE COUNTER

- Continue capacity limit of no more than 50% occupancy
- Mall food courts may reopen in line with Indoor Dining and Drinking guidelines

PERSONAL CARE

- Continue capacity limit of no more than 50% occupancy
- If services require customer to remove his or her mask, employee must wear both a face mask and eye protection (e.g., face shield, protective glasses)
- No time restrictions on massage or other services

OUTDOOR SEATED SPECTATOR EVENTS

- Outdoor spectator events only; indoor spectator events not permitted at this time
- Tickets events with seating available for all customers permitted; general admission shows and/or events with standing room only are not permitted at this time
- Maximum of 20% of seating capacity for spectators
- Concessions permitted with restrictions

THEATERS AND PERFORMING ARTS

- Seated theaters, cinemas, and performing arts centers for ticketed events with seating available for all customers permitted; general admission shows and/or events with standing room only are not permitted at this time
- Indoor capacity limit of 50 people or less or 50% of space capacity (applies to each screening room); outdoor capacity limited to 20% of overall space capacity
- Patrons should wear face coverings over their nose and mouth, except while seated within a venue (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)
- Concessions permitted with restrictions

YOUTH AND RECREATIONAL SPORTS

- Competitive gameplay and tournaments permitted
- Capacity limit of no more than 50% facility capacity, 20% seating capacity for spectators
- Group sizes limited to 50 participants total (including athletes, coaches, and referees); with multiple groups permitted during practice and competitive games given venues have space to appropriately social distance and can limit interaction between group
- Concessions permitted with restrictions

ZOOS

- Capacity limit of no more than 25% occupancy
- Guided tours should be limited to 50 or fewer people per group
- Hands-on exhibits and touch screens should be closed or modified to eliminate the hands-on component
- Indoor exhibits should be closed
- Audio tours are permitted, though equipment should be disinfected before and after individual use
- Zoos should have plan to limit congregation via advance ticket sales and timed ticketing
- Concessions permitted with restrictions





Attachment 4
Executive Order 2020-1 (5 pages)

VILLAGE OF WILLOWBROOK

Office of the Mayor
Willowbrook, Illinois

May 28, 2020

Executive Order 2020-1

**EXECUTIVE ORDER ALLOWING USE OF PRIVATE PROPERTY FOR
TEMPORARY OUTSIDE ACTIVITIES IN KEEPING WITH PHASE 3 OF THE
GOVERNOR'S RESTORE ILLINOIS PLAN DATED MAY 5, 2020, AS AMENDED
(COVID-19 EXECUTIVE ORDER NO. 1)**

WHEREAS, COVID-19 is a severe respiratory illness; a new strain of coronavirus that is spread from person to person, posing a threat to the health and safety of the residents of the Village of Willowbrook; and

WHEREAS, no drug or vaccine is currently available to treat or prevent COVID-19; and

WHEREAS, on January 27, 2020, United States Department of Health and Human Services Secretary Alex Azar declared a national public health emergency due to COVID-19; and

WHEREAS, on March 9, 2020, Illinois Governor J.B. Pritzker issued a Gubernatorial Disaster Proclamation declaring that all counties in the State of Illinois, DuPage County, are disaster areas due to the Coronavirus; and

WHEREAS, on March 11, 2020, the World Health Organization ("WHO") declared COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, President of the United States Donald Trump issued a declaration of a national emergency due to the growing COVID-19 crisis in the United States, and on March 26, 2020, President Trump issued a major disaster declaration for the State of Illinois due to the COVID-19 crisis; and

WHEREAS, on March 23, 2020, Frank A. Trilla, as Mayor of the Village of Willowbrook ("Village"), issued a Declaration of a Local State of Emergency for the Village to address the impact of COVID-19 on the Village and its residents and businesses and property owners ("Emergency Declaration"); and

WHEREAS, the Illinois Governor has established a five-phase plan, Restore Illinois, dated May 5, 2020, for the reopening of the State; and

WHEREAS, though the threat from COVID-19 to the public health, safety and welfare continues, the Restore Illinois Plan acknowledges the need to allow local and State economies to begin to recover economically to minimize and reverse the adverse economic, social and psychological effects of Phases 1 (Rapid Spread) and 2 (Flattening the Curve) of the Plan; and

WHEREAS, all regions of the Restore Illinois Plan, including the Northeast Region in which the Village is located, are on schedule to move from Phase 2 to Phase 3 (Recovery) as early as the end of May; and

WHEREAS, the Restore Illinois Plan has been amended to allow bars and restaurants to reopen in Phase 3 "for outdoor dining only, with social distancing and safety measures" in place and to allow certain other business activities to partially reopen on a restricted basis; and

WHEREAS, certain rules to encourage and expand the ability of restaurants, bars and other business activities to offer the outdoor consumption of food and drinks and other services during the period of recovery would be in the best interest of the Village, its residents and businesses; and

WHEREAS, Ordinance No. 20-0-10, as extended on May 26, 2020 by Ordinance 20-0-19, granted the Mayor the extraordinary power and authority granted pursuant to the Illinois Municipal Code (including but not limited to 65 ILCS 5/11-1-6) and the Village Municipal Code, including Section 1-5-4, during the state of emergency declared by Ordinance 20-0-19 as may be reasonably necessary to respond to the emergency.

NOW THEREFORE, pursuant to the authority vested in the Office of Mayor by the Illinois Municipal Code (65 ILCS 5/11-1-6), the Illinois Emergency Management Agency Act (20 ILCS 3305/1), the Village Code of the Village of Willowbrook, the Emergency Declaration issued on March 23, 2020, as extended, and the findings set forth above, I, Frank A. Trilla, Mayor of the Village of Willowbrook, do hereby order the following, effective when the Governor and/or State of Illinois declares the beginning of Phase 3 for the Northeast Region of the Restore Illinois Plan, as follows:

A. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the Mayor.

B. Business establishments in the M-1 Zoning District are hereby authorized, with written authorizations of the property owner and subject to obtaining a temporary outdoor activity permit from the Village, to utilize exterior space adjacent to the business establishment to conduct temporary outdoor business activities, including but not limited to outdoor consumption of alcoholic beverages and outdoor conduct of fitness classes. Outdoor activities, such as fitness classes, shall be limited to a maximum of ten (10) persons.

C. Business establishments that are allowed to reopen for outdoor dining and/or consumption of alcoholic beverages, with social distancing and safety measures, as allowed by Phase 3 of the Restore Illinois Plan and that are located in B-1, B-2, B-3, B-4 and M-1 Zoning Districts, that have existing outdoor areas for the consumption of food and drinking, wanting to expand their current outdoor dining area and such establishments seeking to temporarily add outdoor dining areas are hereby authorized to do so, provided such establishments abide by Section D of this Executive Order:

D.

1. Affected establishments must apply for a temporary outdoor dining, consumption or activity, permit from the Village. There shall be no fee for the permit.

a. The permit application shall include a drawing that sufficiently shows the existing outdoor dining, alcohol consumption or activity area (if any) in a dotted line and the proposed new dining, alcohol consumption or activity area in a solid line.

(i) If the proposed new area encroaches upon an existing parking area, the applicant should indicate on the drawing how traffic will flow if the request is approved.

(ii) Stand-alone (not part of an existing shopping center or mall) restaurants can use up to 50% of their parking area for outdoor dining and/or consumption. Parking will need to be preserved to adequately serve the outdoor dining and/or consumption area and carry-out activities, if any.

(iii) If there is to be a covering over the business activity area, indicate that on the drawing. The manufacturer's guidelines for installation, all Village code requirements, and flame spread requirements, if applicable, must be followed.

(iv) Private sidewalks may be utilized for outdoor dining, provided social distancing is maintained and the sidewalk remains ADA compliant for pedestrian traffic.

(v) ADA parking spaces shall not be blocked and access to/from those spaces shall not be impeded.

b. The applicant must demonstrate that they are the owner of the property on which the proposed outdoor space is to be located. If the applicant is not the owner of the property, the application must include written authorization of the property owner acknowledging that they will permit the creation or expansion of the proposed outdoor activity area as indicated on the drawing provided as part of the permit application.

c. Businesses shall not set up any expanded outdoor activity prior to being notified of approval by the Village.

d. The Village Administrator or his designee(s) is hereby authorized to approve or deny any such application.

E. Additional Conditions.

1. Business establishments requesting an outdoor permit shall comply with the protocols or guidelines issued by the Illinois Department of Public Health, Centers for Disease Control or other official authority, including but not limited to the DuPage County Board of Health.

2. Establishments holding a Class B, B2, K, L and P Village retail local liquor license shall also be authorized to sell alcoholic beverages for consumption only in the outdoor designated area and no alcoholic beverages may be removed from the designated approved permitted area.
3. A physical barrier shall delineate all outdoor dining, alcohol consumption or activity areas.
4. The temporary outdoor dining, alcohol consumption or activity area shall be accessible to the disabled and shall comply with all applicable federal, state and Village laws, ordinances and regulations concerning accessibility and non-discrimination in the providing of services.
5. Business establishments may not expand the designated outdoor area in front of neighboring businesses without written permission from the neighboring business/property owner.
6. No permanent plumbing, electrical and lighting fixtures shall be installed.
7. Any temporary lighting shall be directed in a manner to not impair visibility on nearby streets and not shine onto adjacent properties.
8. Smoking in the outdoor dining, consumption or activity area is prohibited.
9. For outdoor dining and alcohol consumption areas, tables shall be placed and configured to allow for a minimum of 6-foot separation.
10. The outdoor dining, alcohol consumption or activity area shall not disturb the lawful use and quiet enjoyment of nearby properties.
11. All outdoor areas shall be open (e.g., no side walls other than the barrier) but may utilize awnings or other secured top coverings.
12. Live entertainment and electronically amplified music or sound shall not be permitted.
13. Portable bars are prohibited in an outdoor permitted area.
14. Outdoor trash receptacles shall be provided and maintained and the outdoor seating area shall be kept free from litter and debris.
15. Except for restroom visits and take-out orders, indoor premises shall be closed for public use.

F. All applicants and permittees shall be required to abide by all other requirements of the Governor's Executive Orders and the requirements of the CDC, Illinois Department of Public Health, the DuPage County Health Department and the Illinois Liquor Control Act.

Liquor licensees shall, prior to engaging in outdoor consumption, provide a certificate of liquor liability insurance that covers the permitted outdoor area and which names the Village of Willowbrook as an additional insured. Failure to abide by any of these requirements may result in revocation of approval for the expanded dining area.

G. When the existing Gubernatorial Executive Orders restricting capacity at bars and restaurants and other business establishments are terminated or cease, allowing for one hundred percent (100%) capacity indoors, or when this Executive Order is repealed by the Mayor or superseded by action of the corporate authorities of the Village, whichever is sooner, the expanded use of parking lots or other outdoor areas for temporary outdoor dining, alcohol consumption or other activities, shall cease, except as otherwise allowed by the Village Code, barriers placed therein shall be removed, and all areas used for temporary outdoor activities shall be returned to their original use.

H. Violations of this Executive Order 2020-1 may result in the revocation of the temporary outdoor permit.

I. This Executive Order is effective immediately and shall cease by its own terms as provided herein.

J. If any provision of the 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.

This Executive Order will be filed with the Village of Willowbrook Village Clerk as soon as practicable.



Frank A. Trilla, Mayor

Issued by the Mayor of Willowbrook on May 28, 2020.
Filed with the Village Clerk on May 28, 2020.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A Resolution Approving and Authorizing the Execution of an
Intergovernmental Agreement Between the Village of
Willowbrook and the County of DuPage**

AGENDA NO. 8

AGENDA DATE: July 27, 2020

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

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)

DuPage County (DPC) received approximately \$161 million from the Federal CARES Act (Coronavirus Aid, Relief, and Economic Security Act) to pay for COVID-19 related expenses. A portion of that money will be dispersed to local municipalities at a per capita amount of \$51.84 for local municipal reimbursement of COVID-19 related expenses. For the Village of Willowbrook, DPC staff used the 2019 Census estimate of 8,597 resulting in an allotment of \$445,668.48 for qualified expenses.

The DuPage County Board approved this IGA (see attached) at their July 14, 2020 Board meeting. The intent of the DPC Board is to utilize one IGA for all municipalities. The reimbursable expenses must be for COVID-19 related expenses that occurred between March 1, 2020 and December 30, 2020 per the US Department of Treasury guidelines. The submitted expenses will be reviewed by DPC staff for compliance and a federal audit may follow. Staff has compiled a spreadsheet of eligible expenses to date and will continue to do so.

STAFF RECOMMENDATION

Approve attached Intergovernmental Agreement with DuPage County

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the County of DuPage (“DuPage”) are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the County of DuPage received approximately one hundred sixty-one million dollars (\$161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the CARES Act provides for payments to local governments to help mitigate the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of the

CARES Act of March 27, 2020 for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the Village of Willowbrook, as a unit of local government, is eligible to receive payments under the CARES Act, subject to those guidelines with regards to the authorized use of such funds, issued by the United States Department of Treasury; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County of DuPage disburse any funds to the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook finds that the disbursement of funds under the CARES Act to the Village is in the best interests of the Village and its residents.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage for Participation in the DuPage County Local Government COVID-19 Reimbursement Program is hereby approved and the Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

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

ADOPTED and APPROVED this 27th day of July, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE COUNTY OF DUPAGE**

Resolution

FI-R-0420-20

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
VARIOUS MUNICIPALITIES
FOR THE REIMBURSEMENT OF ELIGIBLE COVID-19
EXPENSES

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County Board of DuPage County (the County) received approximately one hundred sixty-one million dollars (\$161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES ACT provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of funds under the CARES ACT, finds that it is appropriate to use these funds to defray certain costs incurred by the municipalities related to the coronavirus emergency; and

WHEREAS, the County of DuPage believes it is necessary to enter into an Agreement with the following municipalities to govern the reimbursement of COVID-19 related expenses,

WHEREAS, the County of DuPage seeks to enter into agreements with: the Village of Addison, City of Aurora, Village of Bartlett, Village of Bensenville, Village of Bloomingdale, Village of Bolingbrook, Village of Burr Ridge, Village of Carol Stream, Village of Clarendon Hills, City of Darien, Village of Downers Grove, City of Elmhurst, Village of Glendale Heights, Village of Glen Ellyn, Village of Hanover Park, Village of Hinsdale, Village of Itasca, Village of Lemont, Village of Lisle, Village of Lombard, City of Naperville, Village of Oak Brook, City of Oakbrook Terrace, Village of Roselle, City of St. Charles, Village of Villa Park, City of Warrenville, Village of Wayne, City of West Chicago, Village of Westmont, City of Wheaton, Village of Willowbrook, Village of Winfield, City of Wood Dale, and Village of Woodridge, and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the financial arrangement between the County and the municipalities and the process by which municipalities may apply for reimbursement.

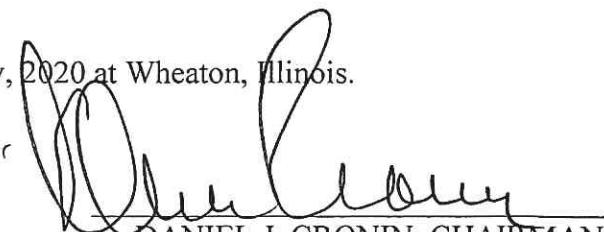
NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced Agreement with the above referenced municipalities; and

Resolution

FI-R-0420-20

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to provide copies of this Resolution to the municipalities listed above.

Enacted and approved this 14th day of July, 2020 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:


JEAN KACZMAREK, COUNTY CLERK

AYES 17
NAYS 0
ABSENT 1

INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN DUPAGE COUNTY
LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM.

THIS AGREEMENT is made and entered into on this 14th day of July, 2020 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and the municipality of Village of Willowbrook, an unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County of DuPage received approximately one hundred sixty-one million dollars (\$161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the County of DuPage was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of DuPage to benefit the citizens of DuPage County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within DuPage County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, the County of DuPage, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

A. "**CARES Act funds**" shall refer to funds which have been allocated to DuPage County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which DuPage County is responsible for the disposition.

B. "**Forms**" shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

C. "**Expenses**" shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public

health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of DuPage County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

D. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. The County has, by resolution, created the DuPage County Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Finance Department or Third-Party Consultant hired by the County, shall process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the DuPage County Board, the DuPage County Finance Department, the United States

Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of the DuPage County Board, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Municipality agrees that the County Board, through its Finance Department or Third-Party Administrator, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the Third Party Administrator hired by the County to process reimbursement requests. County and Third Party Administrator shall work collaboratively with Municipality and DuPage Mayors and Managers Conference to ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County Board to issue a reimbursement.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification wherein the Mayor/President, certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were

incurred during the period between March 1, 2020 and December 30, 2020. By entering into the IGA, Municipality authorizes its Mayor or President to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act. Such rejection may be made by the DuPage County Board. This section shall not be held to restrict the County Finance Department or Third-Party Administrator from rejecting requests which clearly fail to comply with the CARES Act or with Department of Treasury guidelines.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County Board will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County Board will

consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

- 5.2** Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another County, State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.
- 5.3** Under this program, Municipality shall receive, in aggregate, no more than fifty-one dollars and eighty-four cents (\$51.84) for each resident of the Municipality who resides within the geographic boundaries of DuPage County as set forth in Schedule 1 attached to this Agreement. This section shall not bar future additional expenditures by County for specific municipalities which may be disproportionately impacted by COVID-19 and which, in the County's sole opinion, require additional resources to respond to the COVID-19 public health emergency.
- 5.4** Where Municipality is located, in part, in DuPage County and in part, in other Counties, Municipality should pro-rate their requested expense reimbursements based upon the population of their residents which reside within DuPage County. For Example, if Municipality has sixty percent (60%) of its population in DuPage County, a municipality may seek reimbursement for sixty percent (60%) of the total cost of the expense eligible for reimbursement. Municipality shall not pro-rate expenses which were used only to the benefit of DuPage County residents.

6.0 Cooperation

6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing sample forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.

6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.

6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

7.2 At any time, DuPage County, the DuPage County Finance Department, or the DuPage County Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.

7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County

based upon Municipality's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the DuPage County Board and Municipal governing board.

12.0 Notices and duplicate copies.

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

DuPage County: Daniel J. Cronin,
DuPage County Board Chairman
421 N. County Farm Road
Wheaton, IL 60187

With a copy to:

DuPage County State's Attorney's Office
ATTN: ASA CONOR MCCARTHY
503 N. County Farm Road
Wheaton, IL 60187

Municipality: Village of Willowbrook

With Copies to: [ADDITIONAL RECIPIENT]

12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute

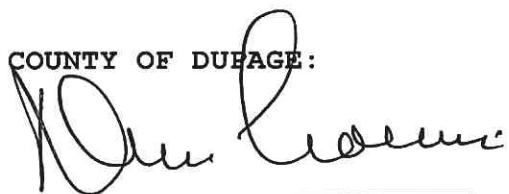
a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

[Signature Page to Follow]

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF DUPAGE:



Village of Willowbrook:

Daniel J. Cronin

[Name]

DuPage County Board Chairman Mayor, [Municipality]

Attest:

Jean Kaczmarek

Attest:

Village Clerk Name

DuPage County Clerk

Village Clerk

Date:

7-14-2020

Date:

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BIOMIST, INC. TO PROVIDE A POWER SANITIZING SYSTEM FOR THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$34,807.98

AGENDA NO. **9**

AGENDA DATE: **07/27/20**

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: M. Mertens

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: T. Bastian /un

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /un

REVIEWED AT THE VILLAGE BOARD: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER 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 Village has investigated various cleaning systems to help sanitize Village vehicles, buildings, and high touch surfaces. On June 6, 2020, a representative from Biomist meet with the Public Safety Chair, Police, Public Works, Building and Administrative representatives to review the Biomist Sanitation System. This system utilizes an EPA registered and approved hospital grade disinfectant that is non-corrosive and safe for use on precision equipment and electronics. The Public Safety Chair presented an overview of the system and pricing options at the July 13, 2020 Village Board meeting.

The system cost may be eligible for full reimbursement through the DuPage County Cares Act Intergovernmental Agreement being considered by the Village Board on July 27, 2020.

STAFF RECOMMENDATION

The options for consideration are as follows:

Biomist SS20 Power Sanitizing System with related accessories for the Police Department

Biomist mini Sanitizing System with related accessories for the Village Hall / Community Resource Building

Biomist Micro Sanitizing System portable unit with related accessories for Public Works and Parks

The Biomist system comes with a 1-year warranty and on-site training. The system is priced out at \$34,807.98.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 20 R-_____

A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH BIOMIST, INC. TO PROVIDE A POWER SANITIZING SYSTEM FOR THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$34,807.98

WHEREAS, the Village of Willowbrook, as well as the entire State of Illinois and the entire nation, continue to be plagued by the COVID-19 Pandemic; and

WHEREAS, the corporate authorities continue to explore all measures reasonably necessary to protect and safeguard all employees and officials of the Village as well as visitors to Village facilities; and

WHEREAS, in furtherance of its goal of protecting Village employees, Village officials and visitors to Village facilities, Village staff secured a proposal from Biomist, Inc. for the purchase of a power sanitizing system; and

WHEREAS, the corporate authorities find it necessary, proper and in the best interest of the Village to purchase a power sanitizing system from Biomist, Inc. at a cost not to exceed \$34,807.98.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal of Biomist, Inc. for the purchase of a power sanitizing system by the Village in an amount not to exceed \$34,807.98, as set forth in the proposal attached hereto as Exhibit "A", which is, by this reference, expressly incorporated herein, is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed to execute, on behalf of the Village, the attached Purchase Agreement with Biomist, Inc.

ADOPTED and APPROVED this 27th day of July, 2020. ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"

**BIOMIST, INC. PURCHASE AGREEMENT
SS20 POWER SANITIZING SYSTEM**



SS20 Power Sanitizing System

Biomist, Inc.
573 North Wolf Road
Wheeling, IL 60090

Quotation/Purchase Agreement

Company **Village of Willowbrook**
Contact **Mike Mertens, Assistant Village Administrator**
Address **835 Midway Drive**
City, St Zip **Willowbrook, IL 60527-5549**

Phone **Fax**
number **630-920-2230**

E-mail **mmertens@willowbrook.il.us**

LOCAL OFFICE

Biomist, Inc.
573 North Wolf Road
Wheeling, IL 60090

Phone **Fax**
847-850-5530 847-850-5535

QUOTE REFERENCE

Date:	7/17/2020	Expires:	8/16/2020
Quotation #	200717-4		

BIMIST REPRESENTATIVE

Robert L. Cook

INQUIRIES REGARDING THIS QUOTATION SHOULD
BE DIRECTED TO THE LOCAL OFFICE

SUBMIT PURCHASE ORDER TO:

Biomist, Inc.
573 North Wolf Road
Wheeling, IL 60090

Phone **Fax**
847-850-5530 847-850-5535

Biomist, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

TERMS OF PAYMENT:

Cash Orders: Payment Due in Advance, Net 30 Days on approval of credit.

Financed Orders: Subject to Credit Approval. Payment due in full upon delivery. See additional details at end of quotation.

DELIVERY: Approximate delivery is 6 - 10 weeks from order validation.

TAXES: Taxes, if any, are payable upon receipt of invoice.

WARRANTY: See details at end of quotation.

This constitutes my offer to purchase Biomist, Inc. products per the attached quotation dated:

July 17, 2020

at the total selling price of:

\$34,807.98

Authorized signature acknowledges payment will be remitted according to Biomist, Inc. payment terms stated herein for the products and services listed.

SUBMITTED BY: _____
NAME: **Robert L. Cook**
TITLE: **Vice President**
DATE: **7/17/2020**

BY: (signature) _____
NAME: _____
TITLE: _____
DATE: _____



Biomist, Inc.
573 North Wolf Road
Wheeling, IL 60090

GOLDEN BOY DIVISION

Company	Village of Willowbrook	QUOTE REFERENCE				
		Date:	7/17/2020	Expires:	8/16/2020	
CATALOG #	PRODUCT DESCRIPTION	QUANTITY	LIST PRICE	DISCOUNT	TOTAL	
BIOMIST SYSTEM						
SS20	SS20 POWER SANITIZING SYSTEM (includes one CO2 cylinder)	1	\$ 15,795.00	3%	\$ 15,321.15	
SS10	BIOMIST MINI SANITIZING SYSTEM (includes one CO2 cylinder)	1	\$ 8,990.00	3%	\$ 8,720.30	
SS5	BIOMIST MICRO SANITIZING SYSTEM (includes one CO2 cylinder)	1	\$ 4,899.00	3%	\$ 4,752.03	
ACCESSORIES						
ACC1	BIOMIST CO2 CYLINDER (20 lb aluminum w/collar, siphon)	3	\$ 225.00		\$ 675.00	
ACC1b	BIOMIST CO2 CYLINDER (10 lb aluminum w/collar)	2	\$ 195.00		\$ 390.00	
ACC1c	BIOMIST CO2 CYLINDER (5 lb aluminum)	4	\$ 155.00		\$ 620.00	
ACC9	50' HIGH PRESSURE CO2 HOSE (SS20)	1	\$ 97.50		\$ 97.50	
ACC10	5" CASTER (set of four stainless steel, SS20)	1	\$ 250.00		\$ 250.00	
ACC51	BIOMIST EXTENSION GUN (23 inches, siphon)	1	\$ 899.00		\$ 899.00	
CHEMICAL SOLUTION						
SSD1	BIOMIST SOLUTION FORMULA D2 (case of twelve 30 oz. bottles)	12	\$ 150.00		\$ 1,800.00	
SSD2	BIOMIST SOLUTION FORMULA D2 (5 gallon pail)	0	\$ 180.00		\$ -	
SSD3	BIOMIST SOLUTION FORMULA D2 (50 gallon drum)	1	\$ 868.00		\$ 868.00	
SSD3P	DRUM PUMP (for flammable liquids, NFPA 30 & 77 Standards compliant)	1	\$ 415.00		\$ 415.00	
OTHER						
INCLUDES 1 YEAR WARRANTY		1			\$	
ON-SITE TRAINING				Included		
SHIPPING & HANDLING		1		Not Included		
					Included	
					Not Included	



SS20 Power Sanitizing System

TOTAL SELLING PRICE	\$ 34,807.98
NET SELLING PRICE	\$ 34,807.98
QUOTATION EXPIRES	8/16/2020

BILL TO:

SHIP TO:

FINANCING:

The equipment listed above may be financed through Biomist. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. Below are two options for your consideration (taxes not included). Lease payments are subject to change.

Months	Payment	End Of Lease
60	\$727	FMV
60	\$776	\$1.00 Buyout

For further information, please contact your local Sales Representative or the Financial Services Department at 1-847-850-5530.

(page 2 of 4)



TERMS OF SALE

1. TERMS. Biomist offers the products listed above under the following terms. Additional or different terms, or modifications to the terms proposed by Customer (whether in a document now or later submitted) will not be effective unless accepted by Biomist in writing. Any extended maintenance services sold in connection with the purchase of products shall be under the terms on Biomist's standard maintenance service contract. This quotation supersedes all previous quotations for the products, and is the entire and only offer between Biomist and Customer concerning the sale of products. Prices quoted assume product delivery within one hundred eighty (180) days from the quotation date. Quoted prices are subject to revision for products delivered after one hundred eighty (180) days from the quotation date. This quotation shall remain open for thirty (30) days from the quotation date, and is subject to change or withdrawal prior to acceptance. Submission of a purchase order shall constitute acceptance of the terms of this quotation. To accept this quotation, indicate shipping instructions above, sign the quotation, and return within the time for acceptance.

2. DEPOSIT. On orders of 25 systems or less, twenty percent (20%) of the total purchase price of the products shall be paid with the purchase order. Biomist reserves the right to reject any purchase order not accompanied by the deposit.

3. TAXES. Prices do not include applicable sales, excise, use, value added, or other taxes, duties, or fees (including customs duties and broker charges, if applicable) in effect or later levied which Biomist may be required to pay or collect in connection with the sale of products. All such taxes, duties, and fees shall be paid to Biomist by Customer upon receipt of an invoice from Biomist.

4. PAYMENT. Unless otherwise stated on the invoice, each invoice shall be paid net thirty days from the invoice date. Overdue payments shall be charged interest at the lesser of eighteen percent (18%) per annum, or the maximum permitted by applicable law. Biomist shall have the right to offset amounts owed to Biomist from any amounts Biomist may owe Customer under any other agreement. Biomist reserves the right to require full payment for products sold under a trade-in arrangement until the trade-in product is received by Biomist, determined to be assessed accurately, and free of all liens and encumbrances.

5. DEFAULT. If Customer fails to make payments when due, Biomist may recover all incidental and consequential damages caused by Customer's breach, including all fees paid to collection agencies, attorneys' fees, and costs. In addition, until Customer has paid the full amount due, without prior notice, Biomist may withhold service on the products and any other Biomist products owned by Customer.

6. SOLVENCY. If Customer becomes insolvent, files for protection under the bankruptcy code, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is unable to meet its financial obligations as they come due, Biomist may terminate this Contract, withhold delivery of products, stop delivery of products, and retain the deposit as liquidated damages. In any event, Biomist may demand full payment in advance of shipment. If Customer refuses to make such payment, Biomist may terminate this Contract and retain the deposit as liquidated damages.

7. SECURITY INTEREST. Customer hereby grants Biomist a purchase order money security interest in the products, a security interest in the products, and the right to possession of the products upon Customer's default in payment until all payments have been made. Customer authorizes Biomist to sign on Customer's behalf and file any documents to perfect Biomist's security interest in the products.

8. CANCELLATION. Customer may cancel the order upon written notice. For orders canceled within five (5) days following the date the order was placed but before shipment of the products, Biomist shall retain five percent (5%) of the purchase price from the deposit, and refund any excess deposit. For orders canceled more than five days from the date the order was placed but before shipment of the products, Biomist shall retain 10 percent (10%) of the total purchase price from the deposit, and refund any excess deposit. For any order canceled, Biomist shall also be entitled to recover the cost of any and all services provided to Customer including any educational services, and any costs incurred resulting from the return of products purchased from a third party on Customer's behalf. Customer agrees that such cancellation fees constitute fair and reasonable compensation for Customer's right of cancellation. Once shipment of substantially all the products has been made, the order cannot be canceled.

9. TITLE. Products shall be delivered to Customer F.O.B. shipping point. Title to and risk of loss to the products shall pass to Customer upon delivery to the F.O.B. shipping point. Unless otherwise agreed in writing, all shipping costs shall be prepaid by Biomist and billed to Customer. Biomist shall have the right to make shipments in separate lots.

10. INSPECTION. Customer will be deemed to have accepted the products as conforming and undamaged unless Customer gives written notice of rejection within ten (10) days of product receipt. Products shall be installed by an authorized Biomist representative and made operational according to Biomist's published specifications as determined by an authorized Biomist representative, unless sold to Customer for further distribution.

11. WARRANTY. **Product: Biomist SS-20 Power Sanitizing System Warranty Period: One Year, commencement upon delivery**
This warranty does not cover fuses, coiled hoses or electrical cords. Certain other components of this product may have extended warranty periods. Biomist will pass on to Customer all warranties of manufacturers of such components, providing it is possible to do so. This warranty is valid only if the System is maintained and used in accordance with Biomist's instructions. Biomist shall be released from all obligations under this warranty should a sanitizing or disinfecting solution or agent other than a Biomist supplied sanitizer be used with this product; or if a cylinder other than a Biomist CO2 Cylinder be used with this product; or if repairs or modifications are made by persons other than authorized service personnel; or if the warranty claim results from physical abuse or misuse of the product. No agent, employee or representative of Biomist has the authority to bind Biomist to any affirmation, representation or warranty concerning this product. It is expressly agreed that Customer's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of Biomist, or for any other cause of action, shall be the repair and/or replacement at Biomist's option of any equipment or parts thereof, which after examination by Biomist is proven to be defective. Replacement equipment and/or parts will be provided at no cost to Customer, F.O.B. shipping point. Failure of Biomist to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

12. EXCLUSION. EXCEPT AS EXPRESSLY STATED HEREIN, BIOMIST MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR SAMPLES PREVIOUSLY SUPPLIED. Biomist shall not be liable to Customer for any special, indirect, incidental, or consequential damages resulting from breach of warranty or any other provision of this Contract, or for any liability of Customer to any third party. Any action by Customer against Biomist arising out of this Contract must be brought within one year after delivery of the products.

13. PROPRIETARY INFORMATION. Customer shall keep confidential all proprietary information furnished or disclosed by Biomist unless such information has become part of the public domain through no fault of Customer. Customer shall not use or disclose such confidential and proprietary information for any purpose except as necessary for the maintenance, repair, or operation of the products, without prior written consent of Biomist. Customer shall inform its employees and others with access to such confidential or proprietary information that it is confidential and subject to the restrictions described herein.

14. INTELLECTUAL PROPERTY. Customer acknowledges that the products and all codes, programs, firmware, software, know-how, methods and concepts associated with the products and all manuals and other printed material relating to the products involve valuable copyright, patent, trademark, trade secret, and other proprietary rights of Biomist (collectively "intellectual property"). Biomist grants Customer a license to use the intellectual property only in connection with and to the extent necessary for the use of the products. Biomist reserves and retains all patent, copyright, trade secret, trademark and other proprietary rights related to the intellectual property. No title to or ownership of any intellectual property is transferred to Customer. Customer shall not infringe, contest, or violate Biomist's proprietary rights, and shall not copy, trace, disassemble, decompile, reverse engineer, or modify any intellectual property, or cause or permit others to do so. Transfer of the products by Customer shall constitute a transfer of such license which shall not otherwise be transferable. Customer's license to use the intellectual property shall automatically terminate if Customer uses or permits use of intellectual property in any way not permitted by or in violation of this paragraph. Customer shall be bound by the terms of third party license agreements for third party software that may be used in the products.

15. EXPORT LICENSING. Customer acknowledges that the products may be subject to licensing and other restrictions under United States law. Customer represents and warrants that the products are being acquired for ultimate use in the country of delivery by Biomist. Customer agrees: (a) to comply with all applicable laws and regulations regarding the export of products from the country of delivery; (b) not to export the products from the country of delivery without first obtaining any required license or authorization of the United States Government; and (c) to notify Customer's purchasers of any products of applicable export licensing and other restrictions under the laws of the United States, the country of delivery, or COCOM. Biomist makes no warranty for products shipped in violation of the provisions above.



TERMS OF SALE

16. UPGRADES. The price of all upgrades assumes the immediate return of replaced components, free from all liens and encumbrances, in exchange for the upgrade components. Biomist will provide Customer with all software upgrades mandated by law. If replaced components are not returned, Biomist shall invoice Customer for all upgrade components at Biomist's list price.

17. MANUFACTURE. Biomist may change the construction or design of the products without notice to Customer as long as the function and performance of the products are not substantially altered. Biomist reserves the right to use refurbished components in the manufacture and repair of products. The components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of products, and shall be warranted to the same extent as all other components under the warranty.

18. LEASING. Biomist may accept a purchase commitment from a leasing company for Customer's benefit provided the purchase commitment is submitted within thirty calendar days from the date of this Contract and is approved in writing by Biomist. Acceptance of a purchase commitment shall not relieve Customer of its obligations under this Contract should such leasing company fail, for whatever reason, to make full payment for the products purchased under this Contract. Customer shall be discharged from the obligations to pay only at such time as Biomist has received timely and full payment from such leasing company. If products are purchased by a leasing company for Customer's benefit, Biomist and the Customer shall be bound by Paragraphs 1, 9-17, and 19-22.

19. EDUCATION SERVICES. Customer's right to receive educational services obtained in conjunction with the purchase of products shall expire unless the services are used within twelve (12) months from the date the corresponding products are shipped.

20. DELAY. Biomist shall be excused from performance due to acts of God, perils of the sea, fire, flood, epidemic, war, civil disorder, government acts or restrictions, accidents, plant conditions, strikes, labor difficulties, failure of or delay in transportation, shortages of fuel, energy, damage to products in transport, failure of any supplier to perform, or any cause beyond Biomist's reasonable control.

21. ASSIGNMENT. No assignment of rights or delegation of duties under this Contract shall be binding upon Biomist without Biomist's prior written consent.

22. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Illinois. Customer consents to jurisdiction and venue of the Circuit Court of Cook County, Illinois for all matters relating to this Contract.

(page 4 of 4)



BIOMIST

**Power
Sanitizing
System**

BIOMIST™

Saving Money. Saving Lives.

Sanitize with a *Wave of the Wand*



Operating the Biomist unit is as easy as point-and-spray.

Compared to all
other sanitizing methods, the
Biomist™ Power Sanitizing System
saves time and money.

The spray covers hard to reach
surfaces and crevices.

The Biomist system sanitizes more completely and with far less effort and complexity than any previous sanitation method. It's the first safe method for power spraying equipment and facilities with an alcohol-based solution. The penetrating mist reaches into small cracks and crevices that are impossible to reach with other sanitizing methods and kills pathogens where they hide.

Current surface disinfection techniques are often ineffective, utilizing a "hit or miss" approach with trigger-spray bottles and a sponge or rag wipe-down that can spread or re-introduce germs. This procedure is both time-consuming and inadequate, as dwell times must be achieved before the solution is removed. Biomist's sanitizing solution kills germs on contact and evaporates, leaving surfaces dry and ready for use. Simply spray and walk away!

Optimal Germ-Killing Power

Alcohol has long been recognized as a powerful sanitizing agent, as pathogens cannot build up resistance to it. The proprietary Biomist sanitizer contains a solution of concentrated alcohol with a four-chain quaternary ammonium compound to continue the sanitizing action even after the alcohol has completed its killing function and evaporated. Safety concerns over alcohol's flammability have always limited its use as a surface sanitizer . . . Until now!



Fire Safe Operation

To limit flammability, alcohol is often diluted into a weakened solution which is less effective in killing germs. Biomist's patented technology eliminates flammability by encasing the alcohol vapor in a stream of CO₂ gas, cutting off any oxygen needed for combustion. The solution can be sprayed safely, even in places where there is the possibility of electrical sparks or open flames.

BIOMIST™

Saving Money. Saving Lives.

Thorough, Effortless Coverage

The Biomist Power Sanitizing System propels a non-flammable mist of concentrated alcohol through a lightweight, point-and-spray atomizer. The Biomist system atomizes the sanitizing solution into extremely tiny micro-particles to form an efficacious, penetrating spray. These micro-droplets swirl into cracks and crevices, adhering to surfaces that are often missed by wiping methods.

The sanitizing mist diffuses uniformly throughout the space to be treated. Since C02 is heavier than air, it helps the sanitizer to settle onto surfaces promptly. Areas beyond physical reach can now be sanitized with minimal effort, as Biomist can be sprayed a distance of up to fifteen feet.

Protect your Equipment and Facilities

Modern electronic equipment is not compatible with corrosive sanitizers or wet-wash methods. Biomist thoroughly sanitizes sensitive components in seconds without damaging them. Users recover their investment many times over in reduced down-time and equipment repair or replacement costs.

In-Shift Sanitizing

Biomist eliminates the risk of cross-contamination from wiping, our D2 formula dries rapidly and is designed to sanitize surfaces without the need for rinsing or residual cleanup. Packaging equipment, conveyer lines and ready-to-eat food processing areas can now be thoroughly sanitized during working shifts to save time, labor and money. Biomist is a revolutionary intervention technology that ensures the quality of your products, and brings HACCP plans and SSOP's to a new level!

Patented Technology. Proven Performance.

Biomist's unique technology has been used in Japan and the Pacific Rim for more than ten years. It is now utilized by:

- Ambulance services and fire departments
- Hospitals and long-term care facilities
- Food production and packaging companies
- Pharmaceutical manufacturers
- Food service industries
- Medical and dental offices
- Hotels, resort inns and spas
- Athletic facilities

Effective, Efficient and Affordable

The Biomist Power Sanitizing System is the fastest sanitizing method available today, by far. It provides the best of both worlds: it is far more effective and far less expensive to use than all previous sanitizing methods while being environmentally, employee, and equipment safe. Biomist strengthens sanitation programs, reduces labor expense and minimizes danger to patients and sanitation crews.



*For more information,
call us today at 1-847-850-5530
Or log on to www.biomistinc.com*

Tested and Approved

Biomist Formula D2 is an EPA and NSF approved hospital-grade disinfectant that's non-corrosive and safe for use on precision equipment and electronics. It comes pre-sealed and ready-to-use, no mixing of dangerous chemicals or wondering whether the correct concentrations were achieved. Simply point and spray; the solution safely sanitizes and quickly evaporates, leaving surfaces and equipment ready for use.

Biomist Formula D2 Biocidal Studies and EPA Registered Label Claims



Sanitizing

Staphylococcus aureus (ATCC 6538)
Escherichia coli (ATCC 11299)
Escherichia coli 0157:H7 (ATCC 43895)
Pseudomonas aeruginosa (ATCC 15442)
Salmonella typhimurium (ATCC 13311)
Listeria monocytogenes (ATCC 19111)
Enterobacter sakazakii (ATCC 51329)
Vibrio cholerae (ATCC 14035)

Viricidal

HIV- 1 (associated with AIDS)
Hepatitis B Virus (HBV)
Norovirus (Norwalk Virus)

Disinfection

Staphylococcus aureus MRSA (ATCC 33591)
Staphylococcus aureus (ATCC 6538)
Enterococcus faecium VRE (ATCC 51559)
Escherichia coli 0157:H7 (ATCC 43895)
Pseudomonas aeruginosa (ATCC 15442)
Listeria monocytogenes (ATCC 19111)
Salmonella choleraesuis (ATCC 10708)

Simple, Safe and Dependable

Biomist's control system is straightforward and easy to use. Indicator lights show Power when the machine is first turned on, Ready when the CO₂ reaches optimal temperature, and Low CO₂ before the cylinder runs out of propellant. The controls also include a gauge to monitor gas pressure and a digital readout of the actual vaporization chamber temperature. For additional safety, a timer can be set to automatically shut the system down when sanitizing in confined spaces.

Biomist, Inc. supplies users with a pressurized cylinder of liquefied carbon dioxide. The CO₂ passes through a safety valve to the heated vaporization chamber, turning the liquid CO₂ into a high pressure gas. A regulator system releases gaseous CO₂ at the optimal spraying pressure. The narrow aperture of the spray gun combined with the high pressure of the propellant atomizes the solution into micro-size droplets that swirl and adhere to surfaces. The Biomist Power Sanitizing System is made in the USA, registered with the FDA, and is certified compliant with most relevant industry standards.



Biomist, Inc.
573 North Wolf Road
Wheeling, IL 60090-3027

Phone: 847-850-5530
Fax: 847-850-5535
Email: info@biomistinc.com

www.biomistinc.com

BIOMIST™

Saving Money. Saving Lives.

“No Rinse, No Wipe, No Problem.”

Tested and Approved

The Biomist Mini Sanitizing System is registered with the FDA as a medical device. It is used by hospitals, pharmaceutical plants, and several of the nation's largest food processors. Independent testing has proved it effective in killing:

- *Staphylococcus aureus* MRSA (ATCC 33591)
- *Staphylococcus aureus* (ATCC 6538)
- *Enterococcus faecium* VRE (ATCC 51559)
- *Escherichia coli* 0157:H7 (ATCC 43895)
- *Pseudomonas aeruginosa* (ATCC 15442)
- *Listeria monocytogenes* (ATCC 19111)
- *Salmonella choleraesuis* (ATCC 10708)
- HIV- 1 (associated with AIDS)
- Hepatitis B Virus (HBV)
- Norovirus
- and the vast majority of all other viruses and bacteria

The Biomist Mini Sanitizing System is certified compliant with most relevant industry standards.

Kill Germs Fast

Biomist is the first safe method for power spraying equipment and facilities with an alcohol-based sanitizing solution. Biomist's non-corrosive sanitizing solution kills germs on contact and evaporates, leaving surfaces dry and ready for use. Simply spray and walk away!

Germ-Killing Power

Biomist Formula D2 contains a concentrated solution of alcohol (long recognized as an optimal sanitizing agent), as well as a four-chain quaternary ammonium compound to continue sanitizing after the alcohol has evaporated.

Fire-Safe Operation

To eliminate the problem of alcohol's flammability, Biomist's patented technology uses high pressure bottled carbon dioxide (CO₂) as a carrier to spray the sanitizer. By enveloping the alcohol mist in a stream of CO₂ propellant, Biomist displaces the oxygen needed for combustion. It can be used in the presence of open flame without danger.

BIOmist[®] Mini

Saving Money. Saving Lives.

Biomist[™] Mini Sanitizing System



Use It Everywhere

- Health Care Institutions
- Travel and Hospitality
- Food Plants
- Ambulance Services
- Laboratories
- Restaurants
- and other critical environments

Thorough, Effortless Coverage

The Biomist Mini System atomizes the sanitizing solution into extremely tiny micro-particles and propels them in a high power mist. The penetrating, anti-microbial mist reaches contamination often missed by traditional sanitation techniques and kills pathogens where they hide.

The sanitizing mist diffuses uniformly throughout the space to be treated. And because CO₂ is heavier than air, it helps the sanitizer to settle onto the surfaces promptly. Areas beyond physical reach can now be sanitized with minimal effort.

Easy To Use

Biomist Formula D2 comes pre-mixed to ensure consistent efficacy with each use, just screw the bottle on to the applicator gun and you're ready to begin sanitizing. Operating the Biomist Mini Sanitizing System is as simple as point-and-spray, the solution self-dries rapidly so no wiping or residual cleanup is required. The Mini is low-maintenance, portable and doesn't require electricity for operation.

Protect your Brand and your Business

It is well known that bacteria and viruses can survive on surfaces for extended periods of time. Uncontrolled pathogens cost billions of dollars and tens of thousands of lives per year.

Current sanitizing practices are costly, time-consuming, often ineffective, and sometimes dangerous. Biomist strengthens sanitation programs and helps you maintain a cleaner and safer environment.

Fast, Effective and Affordable

Biomist is the fastest available sanitizing method, by far. It provides the best of both worlds: it is far more effective and far less expensive to use than all previous sanitizing methods while being safe for employees, equipment and the environment.



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Saving Money. Saving Lives.

Biomist™

Formula D2

READY TO USE & QUICK DRYING

SANITIZER / DISINFECTANT TUBERCULOCIDAL VIRUCIDAL* / FUNGICIDAL

FOR FOOD CONTACT AND NON-FOOD CONTACT SURFACES IDEAL FOR WATER SENSITIVE AREAS

ACTIVE INGREDIENTS:

Isopropyl Alcohol	58.6000%
Octyl Decyl Dimethyl Ammonium Chloride	0.0075%
Didecyl Dimethyl Ammonium Chloride	0.0045%
Diocetyl Dimethyl Ammonium Chloride	0.0030%
OTHER INGREDIENTS	41.3850%
TOTAL	100.0000%

E.P.A. Reg. No. 73232-1-81599 E.P.A. Est. No. 073232-KY-001

FIRST AID	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
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Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 847-450-5530 between 9:00 A.M. and 5:00 P.M. Central Time for emergency medical treatment information.

KEEP OUT OF REACH OF CHILDREN WARNING

NET CONTENTS: 30 fl. oz.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

WARNING

Causes substantial but temporary eye injury. Do not get in eyes or on clothing. Wear protective eyewear, such as safety glasses. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before reuse.

Physical or Chemical Hazards

Flammable: Keep away from heat and open flame

DIRECTIONS FOR USE

CLEANING

Biomist Formula D2 is recommended for use as a cleaner on hard, non-food contact surfaces such as conveyors, belts, drivers, bushers, roasters, ovens, refrigerators, freezers, chillers, hoppers, extruders, fillers, fill heads, mixers, blenders, meat/cheese/deli slicers, sausages, snappers, choppers, dices, grinders, hoppers, peeler, presses, evaporators, pasteurizers, grinders, sizing cups, labelers, packaging equipment, case packers, pipelines, bins, crates, containers, tubs, totes, carts, buggies, tanks, vats, walls, floors, doors, door handles, tables, counters tops, benches, chairs, drip pans, troughs, drains, racks, forklifts, tires, pallet jacks, pallets, gloves, boots, tools, tool boxes, knives, utensils, thermometers, control panels, proximity switches, thermostats, motors, pumps and scales. Remove gross food particles and soil from the surface. Apply this product without dilution to the surface and wipe clean. Allow to dry. A water rinse after applying the product is permissible in wet environments if necessary to aid in the cleaning process.

SANITIZING NON-FOOD CONTACT SURFACES

Biomist Formula D2 is recommended as a sanitizer for use on non-food contact surfaces such as conveyors, floors, walls, tables, chairs, benches, cabinets, troughs, carts, baskets, forks, tires, pallet jacks, plastic pallets, plastic surfaces, glazed ceramic, glazed porcelain, chrome, stainless steel, aluminum, laminated surfaces and other related hard, non-porous surfaces. Preclean surfaces prior to sanitizing. This product may be used to preclean. To sanitize, apply by spray, wipe, sponge, or by total immersion and ensure exposure to sanitizer for at least 10 seconds. Allow surfaces to air dry. This product is effective against *Staphylococcus aureus* and *Klebsiella pneumoniae*.

SANITIZING OF FOOD PROCESSING EQUIPMENT AND OTHER HARD, NON-POROUS FOOD CONTACT SURFACES:

This product is recommended for use as a sanitizer on food processing equipment, dairy equipment, food utensils, dishes, silverware, glasses, sink tops, countertops, refrigerated storage and display equipment and other hard, non-porous food contact surfaces. Preclean surfaces prior to sanitizing. This product may be used to preclean. To sanitize, apply by spray, wipe, sponge, or by total immersion. Surfaces must be thoroughly washed. Treated surfaces must remain wet for 60 seconds. Apply to sink tops, countertops, refrigerated storage and display equipment and other stationary hard surfaces by sponge, wipe, brush or coarse spray. Surfaces must remain wet for at least one minute followed by adequate draining and air-drying. Dishes, silverware, glasses, cooking utensils and other similar size food processing equipment can be sanitized by immersion with this product. Always use fresh solution for this purpose. This product kills 99.9999% of the following bacteria: *Staphylococcus aureus*, *Escherichia coli*, *Escherichia coli* O157:H7, *Pseudomonas aeruginosa*, *Enterobacter sakazakii*, *Klebsiella pneumoniae* (formerly *lyticum*), *Listeria monocytogenes* and *Salmonella enterica* (formerly *enteritidis*).

Wisconsin State Board of Health Directions for Eating Establishments

1. Scrape and pre-wash utensils and glasses whenever possible. 2. Wash with a good detergent or compatible cleaner. 3. Rinse with potable water. 4. Sanitize in an undiluted solution of this product. Immerse all utensils for at least two minutes or for contact time specified by governing sanitary code. 5. Place sanitized utensils on a rack or drain board to air-dry. 6. Prepare a fresh sanitizing solution at least daily or when visibly soiled or diluted. NOTE: A clean potable water rinse following sanitization is not permitted under HFS-196. Ref. Appendix 7-204, 11 of the Wisconsin Administrative Code.

DISINFECTION

This product is recommended for use as a disinfectant on inanimate, precleaned, hard, non-porous surfaces such as chairs, countertops, drawer pulls, carts, baskets, tables, cabinets, telephones, plastic surfaces, glazed ceramic, glazed porcelain, chrome, stainless steel, aluminum, laminated surfaces and other related hard surfaces in hospitals, operating rooms, medical clinics, nursing homes, laboratories, schools, day care centers, funeral homes. Preclean surfaces prior to disinfecting. This product may be used to preclean. To disinfect, apply with a sponge, wipe, mechanical sprayer, or by total immersion. When applied with a mechanical spray, spray should be coarse. Surfaces must be sprayed until thoroughly wetted. Treated surfaces must remain wet for 5 minutes.

Bacteria: This product kills 99.9% of the following bacteria on hard, inanimate surfaces: *Staphylococcus aureus* (MRS), *Staphylococcus aureus*, *Enterococcus faecium* VRE, *Escherichia coli* O157:H7, *Pseudomonas aeruginosa*, *Listeria monocytogenes* and *Salmonella enterica* (formerly *enteritidis*).

Viruses: Biomist Formula D2 is an effective virucidal disinfectant against the following viruses on hard, non-porous surfaces: *Norovirus* (*Feline Calicivirus* as surrogate), *Influenza A* H1N1, *Hepatitis B* Virus, and *Human Immunodeficiency Virus Type 1* (HIV-1).

Fungi: This product is an effective fungicidal disinfectant against *Trichophyton mentagrophytes* on hard, non-porous environmental surfaces. Apply product with a sponge, wipe, or mechanical sprayer, or by total immersion. Treated surfaces must remain wet for 5 minutes.

Tubercular activity: This product exhibits disinfectant efficacy against *Mycobacterium bovis* (BCG) in 5 minutes at 20°C when used as directed on previously cleaned hard, non-porous inanimate surfaces.

***KILLS HIV-1 AND HBV ON PRE-CLEANED ENVIRONMENTAL SURFACES/OBJECTS PREVIOUSLY SOILED WITH BLOOD/BODY FLUIDS** in health care settings (e.g. hospitals, nursing homes) or other settings in which there is an expected likelihood of soiling of inanimate surfaces/objects with blood or body fluids and in which the surfaces/objects likely to be soiled with blood or body fluids can be associated with the potential for transmission of human immunodeficiency virus type I (HIV-1) (associated with AIDS) or Hepatitis B Virus (HBV).

SPECIAL INSTRUCTIONS FOR CLEANING AND DECONTAMINATION AGAINST HIV-1 AND HBV ON SURFACES OR OBJECTS SOILED WITH BLOOD OR BODY FLUIDS

Personal Protection: Wear disposable latex gloves, protective gown, face mask and eye covering, as appropriate, when handling items soiled with blood or body fluids.

Cleaning Procedure: Blood and other body fluids must be thoroughly cleaned from surfaces and objects before application of this disinfectant.

Contact Time: leave surfaces wet for 5 minutes. For other organisms identified above, allow surface to remain wet for 5 minutes.

Disposal of Infectious Materials: Blood and other body fluids should be autoclaved and disposed of according to federal, state and local regulations for infectious waste disposal. This product is not to be used as a terminal sterilant/high level disinfectant on any surface or instrument that (1) is introduced directly into the human body, either into or in contact with the bloodstream or normally sterile areas of the body, or (2) contacts intact mucous membranes but which does not ordinarily penetrate the blood barrier or otherwise enter normally sterile areas of the body. This product may be used to clean or decontaminate critical or semi-critical medical devices prior to sterilization or high-level disinfection.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE - Open dumping is prohibited. Store only in the original container. Keep this product under locked storage sufficient to make it inaccessible to children or people unfamiliar with its proper use. Store in a cool, dry area away from flames, sparks or other sources of heat or ignition. If ignited, use dry chemical or CO₂ extinguisher. If a large quantity is spilled, dilute with water and mop or wipe dry.

PESTICIDE DISPOSAL - Wastes resulting from the use of this product may be disposed on site or at an approved waste disposal facility.

CONTAINER DISPOSAL - Non-reusable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local regulations.

LIMITED WARRANTY AND DISCLAIMER

NOTICE: Biomist, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the Directions For Use. Buyer assumes all risks of use and handling which is a variation in any way with the directions herein. Biomist, Inc. makes no other express or implied warranty of fitness or merchantability. In no case shall Biomist, Inc. or the seller be liable for consequential, special or indirect damages resulting from the use or handling of this product. Biomist, Inc. and Seller offer and Disclaimer which may be varied only by a agreement in writing signed by a duly authorized representative of Biomist, Inc.

Manufactured For:
BIOMIST, INC.
573 NORTH WOLF ROAD
WHEELING, IL 60090
105-508-00.005

RE-ORDER: SSD1

“Compact Design, Powerful Results”

Portable Protection

The Biomist Micro System is a perfect way to sanitize hard-to-reach areas. It can either be pulled by hand or worn backpack-style to allow you room to maneuver. No laborious hand pumping, electricity or batteries are required for operation. Just point and spray! The solution self-dries rapidly so no wiping, rinsing or residual cleanup is necessary.

Thorough, Effortless Coverage

Biomist Sanitizing Systems spray at a constant pressure for precise application, a major advantage over conventional sprayers. Constant pressure generates the atomization of Biomist Formula D2 for even coverage; only the minimally effective amount of sanitizer is used to get the job done. Savings are achieved through reduced time, labor and chemical consumption.

Fast and Effective

Biomist Formula D2 is non-corrosive and safe for use on electronics, metals, and food contact surfaces. Equipment is thoroughly sanitized in seconds without risking damage to sensitive electrical components and wiring. Downtime from water and chemical damage is greatly reduced.

Biomist saves time and eliminates the risk of cross-contamination from wiping. Equipment and portable items that carry pathogens from one point to another can be sanitized quickly and efficiently.

Biomist® Micro Sanitizing System



Protect your Brand and your Business

Emerging regulations place greater accountability on companies to protect the public, as uncontrolled pathogens cost billions of dollars and tens of thousands of lives per year. Current sanitizing practices are costly, time-consuming, often ineffective, and sometimes dangerous. Biomist strengthens sanitation programs and helps you maintain a cleaner and safer environment. Use Biomist proactively to guard your reputation and minimize the risk associated with recalls and negative media.

Affordable Assurance

It is well known that bacteria and viruses can survive on surfaces for extended periods of time and Biomist is the fastest sanitizing method available. It provides the best of both worlds: Biomist is more effective and less expensive to use than all previous sanitizing methods while being safe for employees, equipment and the environment.

**BIOmist®[®]
Micro**

Saving Money, Saving Lives.

Tested and Approved

The Biomist Micro Sanitizing System is registered with the FDA as a medical device. It is used by hospitals, pharmaceutical plants, and several of the nation's largest food processors. Independent testing has proved it effective in killing:

Staphylococcus aureus MRSA (ATCC 33591)

Staphylococcus aureus (ATCC 6538)

Enterococcus faecium VRE (ATCC 51559)

Escherichia coli 0157:H7 (ATCC 43895)

Pseudomonas aeruginosa (ATCC 15442)

Listeria monocytogenes (ATCC 19111)

Salmonella choleraesuis (ATCC 10708)

HIV- 1 (associated with AIDS)

Hepatitis B Virus (HBV)

Norovirus

and the vast majority of all other viruses and bacteria

The Biomist Micro Sanitizing System is certified compliant with most relevant industry standards.

Kill Germs Fast

Biomist Formula D2 contains a concentrated solution of alcohol (long recognized as an optimal sanitizing agent), as well as a four-chain quaternary ammonium compound to continue sanitizing after the alcohol has evaporated.

Fire-Safe Operation

To eliminate the problem of alcohol's flammability, Biomist's patented technology uses high pressure bottled carbon dioxide (CO2) as a carrier to spray the sanitizer. By enveloping the alcohol mist in a stream of CO2 propellant, Biomist displaces the oxygen needed for combustion. It can be used in the presence of open flame without danger.

Use It Everywhere

- Health Care Institutions
- Travel and Hospitality
- Food Plants
- Ambulance Services
- Clean Rooms and Laboratories
- Restaurants
- and other critical environments



The fastest, most effective sanitizing method available.



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