

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 28, 2021, 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 ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: 312-626-6799

Meeting ID: 929-5982-4343

Written Public Comments Can Be Submitted By 5:15 P.M. on June 28, 2021, to cmardegan@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. PRESENTATION - PILLAR OF THE VILLAGE AWARD:

 LAURIE LANDSMAN
 CAROL LAZARSKI
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. [Minutes - Regular Board Meeting - June 14, 2021](#)
 (APPROVE)
 - c. [Warrants - \\$401,550.90](#) (APPROVE)
 - d. [ORDINANCE NO. - An Ordinance Extending
Temporary Executive Powers Pursuant to 65 ILCS
5/11-1-6.](#) (PASS)

- e. RESOLUTION NO. _____ - A Resolution Of The Village Of Willowbrook Determining The Lowest Responsible Bidder And Awarding A Contract To M&J Asphalt Paving Company, Inc. For The 2021 Road Maintenance Program (ADOPT)
- f. RESOLUTION NO. _____ - A Resolution Approving The Execution Of A Maintenance Proposal For The Village's Mitel Phone System By And Between Heartland Business Services, LLC And The Village Of Willowbrook (ADOPT)
- g. (RECEIVE) - Motion To Approve Meritorious Service Award For Officer Brendan Johnson And Officer John Handzik

NEW BUSINESS

- 7. ORDINANCE NO. _____ - An Ordinance Amending The Village Code Of The Village Of Willowbrook Title 9 - Zoning Ordinance (Children's Recreational Equipment/Playhouses Regulation And Location) (PASS)

PRIOR BUSINESS

- 8. TRUSTEE REPORTS
- 9. ATTORNEY'S REPORT
- 10. CLERK'S REPORT
- 11. ADMINISTRATOR'S REPORT
- 12. MAYOR'S REPORT
- 13. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 14, 2021, 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 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Village Attorney Thomas Bastian, Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Village Administrator Brian Pabst, and Assistant Village Administrator Sean Halloran.

Present via conference call, due to the COVID-19 pandemic, were, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Director of Finance Carrie Dittman, Planning Consultant Ann Choi, and Municipal Services Foreman AJ Passero.

Absent: Trustee Paul Oggerino and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Bill Remkus to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. PRESENTATION - Pillars of the Village Award.

Mayor Trilla presented William Remkus with the first Pillars of the Village Award. An award for being on the Plan Commission for twenty-five years of service. The Mayor thanked Remkus for all his dedication and help.

Remkus shared that he started out on the Plan Commission and it has been an honor to serve the Village. It is rewarding to see all that we have accomplished. I am proud of the Village and proud to live here.

Trustee Berglund thanked Bill Remkus for donating the monument for TWA Ceremony.

OMNIBUS VOTE AGENDA

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

6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - May 24, 2021 (APPROVE24)
 - c. Warrants - \$ 327,527.35 (APPROVE)
 - d. Monthly Financial Report - May 2021 (APPOVE)
 - e. ORDINANCE NO.21-O-30- An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
 - f. RESOLUTION NO. 21-R-42 - A Resolution Approving A Proposal And Authorizing The Village Administrator To Execute A Purchase Order From Advanced Wiring Solutions, Inc. For The Purchase Of Two (2) CCTV Cameras For The Village Lock-Up At A Cost Not to Exceed \$6,680.00 (ADOPT)
 - g. (RECEIVE) Receive Plan Commission Recommendation Public Hearing Case 21-06: Consideration Of A Petition For A Text Amendment To Amend Title 9, Chapter 12 Of The Zoning Title Of The Village Of Willowbrook Regarding The Regulation Of Children's Recreational Equipment.
 - h. RESOLUTION NO.21-R-43 - A Resolution Approving and Ratifying an Amended Professional Services Agreement with Halock Security Labs, Inc., to Perform Containment and Remediation of Ransomware at a Cost Not to Exceed \$14,280.00 and Authorizing the Village Administrator to Execute Said Agreement on Behalf of the Village of Willowbrook, DuPage County, Illinois (ADOPT)
 - i Resolution No.21-R-44 - A Resolution Approving And Authorizing The Village Chief Of Police To Execute On Behalf Of The Village Of Willowbrook An Intergovernmental/Interagency Agreement With

The Illinois State Police Narcotics And Currency
Interdiction Task Force (NARCINT) (ADOPT)

- j. ORDINANCE NO. 21-O-31 - An Ordinance
Granting A Variation From The Zoning
Ordinance And Granting Approval Of A Final
Plat Of Subdivision PC 21-05: 7809 And 7815
Clarendon Hills Road -Monchichi Manor Subdivision
(PASS)
- k. RESOLUTION NO. 21-R-45 - A Resolution
Approving And Authorizing The Purchase Of Two (2)
School Zone Warning signals From Mobotrex At A
Cost Not To Exceed \$5,147.00 (ADOPT)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. RESOLUTION NO. 21-R-46 - A RESOLUTION TO APPROVE AND
AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN SAFEbuILT ILLINOIS, LLC AND THE
VILLAGE OF WILLOWBROOK TO PROVIDE PROFESSIONAL PLANNING
SERVICES TO THE VILLAGE (ADOPT)

Assistant Administrator Halloran shared that the Village, On May
24, 2021, the Board of Trustees approved a three-year contract
with WBK Engineering for Municipal Planning Services. On May 31,
2021, Village staff was notified that Ann Choi, an employee of
WBK, submitted her resignation letter effective June 18, 2021.
Consultant Choi has worked with the Village since 2018. As the
Board is aware, the Village evaluates the existing staffing and
service delivery model every year. With the departure of Ann Choi,
staff has started to interview other firms to compare pricing and
quality of work. SAFEbuILT is a highly qualified firm that provides
Community Development services (i.e., planning, building

inspections, plan review, etc.) to several communities in DuPage County. While WBK is currently under contract, the Village is not authorized to pay unless service is rendered. If the Board approves of the agreement with SAFEbuilt, Village staff will immediately have a planner from SAFEbuilt work with staff to transition planning services. Meanwhile, WBK's agreement will run concurrently if the quality of work from SAFEbuilt does not meet the Village's expectations. Moving forward, staff will develop a Request for Proposal for municipal planning services in conjunction with building inspection and plan review services.

After reviewing existing processes, current staffing, and overall costs, staff is recommending an agreement with SAFEbuilt LLC for municipal planning services.

Trustee Mistele thanked Planner Choi for all the work she has done for the Village. She did an incredible job.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution No. 21-R-46 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 21-R-47 - A RESOLUTION RETAINING THE LAW FIRM OF SCHIFF-HARDIN AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT WITH SCHIFF HARDIN, JOINTLY, IN CONJUNCTION WITH THE VILLAGE OF BURR RIDGE, FOR DISCOVERY AND INVESTIGATION INQUIRIES RELATED TO STERIGENICS AT A COST NOT TO EXCEED \$6,000.00. (ADOPT)

Administrator Pabst on April 15, 2021, the United States Environmental Protection Agency's Inspector General released a report that found senior officials at the EPA precluded inspections by regional offices to monitor ethylene oxide at the Sterigenics facility in Willowbrook. The report also found that EPA officials delayed informing residents near the Sterigenics plant regarding the impact of ethylene oxide emissions. The highlights from the report show the dysfunction of the EPA's process and how the agency deliberately hindered an inspection. After reviewing the report and communicating with neighboring municipalities, staff is recommending an agreement with Schiff Hardin for legal services at a cost not to exceed \$6,000.00.

Trustee Mistle questioned, "Are we retaining this firm in addition to Burr Ridge?"

Mayor Trilla responded, "Yes, we are."

MOTION: Made by Trustee Davi and seconded by Trustee Neal to adopt Resolution No. 21-R-47 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Misteale had no report.

Trustee Berglund shared that Bill Remkus agreed to donate the monument for the TWA. She mentioned that Public Works will need to help, and we may need some additional financial help.

Mayor Trilla stated that should not be a problem.

Trustee Davi had no report but would like some additional information on the TWA Project. Do we have a date in mind?

Trustee Berglund answered that she has pictures she can share, and monument will be at Prairie Trail Park on September 1. The time is to be determined.

Trustee Oggerino was not present.

10. ATTORNEY'S REPORT

Attorney Bastian congratulated the Newly Elected Board Members, Mayor and Clerk.

11. CLERK'S REPORT

Clerk Hahn had no report.

12. ADMINISTRATOR'S REPORT

Administrator Pabst shared that the Village received 15 RFPS.

13. MAYOR'S REPORT

Mayor Trilla has no report.

14. CLOSED SESSION

There is no need for closed session at this evening's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:53 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2021.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

June 28, 2021

GENERAL CORPORATE FUND	-----	\$167,449.48
WATER FUND	-----	\$159,814.92
SSA ONE BOND & INTEREST FUND	-----	\$65,292.50
WATER CAPITAL IMPORVEMENTS FUND	-----	\$8,994.00
TOTAL WARRANTS	-----	\$401,550.90

E.D.

Carrie Dittman, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/17/2021	APCH	97208*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	452.20
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	58.30
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	92.51
				PHONE - TELEPHONES	455-201	20	92.51
				PHONE - TELEPHONES	630-201	30	369.59
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	92.51
CHECK APCHK 97208 TOTAL FOR FUND 01:							2,056.22
06/18/2021	APCH	97209*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	42.47
				PHONE - TELEPHONES	455-201	10	84.94
				PHONE - TELEPHONES	630-201	30	1,040.81
				TELEPHONES	710-201	35	109.94
				TELEPHONES	810-201	40	42.47
CHECK APCHK 97209 TOTAL FOR FUND 01:							1,320.63
06/29/2021	APCH	97210	ACCOUNTTEMPS	CONSULTING FEES - CLERICAL	471-253	10	825.00
06/29/2021	APCH	97212	ADMINISTRATIVE CONSULTING SPECIA	CONSULTING - IT/GRANT	640-306	30	2,375.00
06/29/2021	APCH	97213	AMBER WRODA	PARK PERMIT FEES	310-814	00	200.00
06/29/2021	APCH	97214	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	127.96
06/29/2021	APCH	97216	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	4,269.69
06/29/2021	APCH	97217	BILL KAY CHEVROLET	MAINTENANCE - VEHICLES	630-409	30	35.91
06/29/2021	APCH	97218	BLA, INC.	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	1,260.00
06/29/2021	APCH	97221	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE - BUILDING	630-228	30	300.00
06/29/2021	APCH	97222	CALL THE UNDERGROUND OASIS IRRIG	MAINTENANCE - BUILDING	466-228	10	189.51
06/29/2021	APCH	97223	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	315.00
06/29/2021	APCH	97224	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	23.41
06/29/2021	APCH	97225	CINTAS CORPORATION NO 2	MAINTENANCE - PW BUILDING	725-418	35	81.18
06/29/2021	APCH	97226#	CITY WIDE OF ILLINOIS	BUILDING MAINTENANCE SUPPLIES	466-351	10	64.30
				BUILDING MAINTENANCE SUPPLIES	466-351	10	168.89
				MAINTENANCE - BUILDING	630-228	30	231.19

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
 CHECK DATE FROM 06/16/2021 - 06/29/2021

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 97226 TOTAL FOR FUND 01:			464.38
06/29/2021	APCH	97227	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,612.50
06/29/2021	APCH	97228*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	42.70
				RED LIGHT - COM ED	630-248	30	39.33
				RED LIGHT - COM ED	630-248	30	39.66
				RED LIGHT - COM ED	630-248	30	32.13
				ENERGY - STREET LIGHTS	745-207	35	402.20
				ENERGY - STREET LIGHTS	745-207	35	38.14
				ENERGY - STREET LIGHTS	745-207	35	452.68
				ENERGY - STREET LIGHTS	745-207	35	144.91
				CHECK APCHK 97228 TOTAL FOR FUND 01:			1,191.75
06/29/2021	APCH	97229	DATAMATION IMAGING SERVICES	EDP LICENSES	460-263	10	2,380.00
06/29/2021	APCH	97230	Delphia Tisljar	BROW21-001 - PB21-009	210-109	00	3,000.00
06/29/2021	APCH	97231	DUPAGE MAYORS AND MGRS. CONF.	FEES/DUES/SUBSCRIPTIONS	455-307	10	7,583.52
06/29/2021	APCH	97232	EWS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	64.38
06/29/2021	APCH	97233*#	FALCO'S LANDSCAPING INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,250.00
				STREET & ROW MAINTENANCE	750-328	35	2,600.00
				STREET & ROW MAINTENANCE	750-328	35	5,650.00
				CHECK APCHK 97233 TOTAL FOR FUND 01:			10,500.00
06/29/2021	APCH	97234	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	630-311	30	122.51
06/29/2021	APCH	97235	FLEETPRIDE TRUCK & TRAILER PARTS	MAINTENANCE - VEHICLES	735-409	35	108.97
06/29/2021	APCH	97236	FLOCK SAFETY	FEES/DUES/SUBSCRIPTIONS	630-307	30	5,500.00
06/29/2021	APCH	97237	GBJ SALES, LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	539.70
06/29/2021	APCH	97238	GRAINGER	MAINTENANCE - BUILDING	630-228	30	718.00
06/29/2021	APCH	97239	GRIT PIPE SOLUTIONS LLC	JET CLEANING CULVERT	750-286	35	7,130.00
06/29/2021	APCH	97241	HANSON LANDSCAPE DESIGN	ROUTE 83 BEAUTIFICATION	755-281	35	9,028.13
06/29/2021	APCH	97242	HOMER INDUSTRIES	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	575.00
				ADA PARK MAINTENANCE	590-519	20	300.00
				CHECK APCHK 97242 TOTAL FOR FUND 01:			875.00
06/29/2021	APCH	97243	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
06/29/2021	APCH	97244	ILL. ASSN. CHIEFS OF POLICE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	90.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 06/16/2021 - 06/29/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/29/2021	APCH	97245	JSN CONTRACTORS SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	115.00
06/29/2021	APCH	97246	JULIA GOMONOVA	PARK PERMIT FEES	310-814	00	100.00
06/29/2021	APCH	97247	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	1,550.00
06/29/2021	APCH	97248	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	455-301	10	107.00
06/29/2021	APCH	97249	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	638.00
06/29/2021	APCH	97250#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	218.29
				COPY SERVICE	630-315	30	57.09
				COPY SERVICE	810-315	40	477.35
				CHECK APCHK 97250 TOTAL FOR FUND 01:			752.73
06/29/2021	APCH	97251	LA FASTENERS INC	MAINTENANCE - SALT BINS	725-414	35	17.54
06/29/2021	APCH	97252	LAKE SHORE RECYCLING SYSTEM	STREET & ROW MAINTENANCE OTHER	755-328	35	1,213.68
06/29/2021	APCH	97253	MARYUM RIAZ	PARK PERMIT FEES	310-814	00	200.00
06/29/2021	APCH	97254	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	337.80
06/29/2021	APCH	97257	MITECHS, INC.	CYBER DISRUPTION	460-265	10	16,993.75
06/29/2021	APCH	97258	NJ RYAN TREE & LANDSCAPE LLC	BRUSH PICKUP	755-284	35	15,600.00
06/29/2021	APCH	97259	PIOTR OPACIAN	UNIFORMS	630-345	30	105.78
06/29/2021	APCH	97260*#	PURE PRAIRIE ORGANICS	LANDSCAPE - VILLAGE HALL	466-293	10	16.45
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,151.21
				ROUTE 83 BEAUTIFICATION	755-281	35	1,463.06
				CHECK APCHK 97260 TOTAL FOR FUND 01:			3,630.72
06/29/2021	APCH	97261	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
06/29/2021	APCH	97262#	RAGS ELECTRIC, INC	BALLFIELD MAINTENANCE	570-280	20	2,386.03
				MAINTENANCE - GARAGE	725-413	35	1,816.31
				MAINTENANCE - SALT BINS	725-414	35	954.00
				MAINTENANCE - STREET LIGHTS	745-223	35	2,593.41
				MAINTENANCE - STREET LIGHTS	745-223	35	803.13
				CHECK APCHK 97262 TOTAL FOR FUND 01:			8,552.88
06/29/2021	APCH	97263	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	1,665.00
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	1,078.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/29/2021	APCH	97264	RAY O'HERRON CO., INC.	CHECK APCHK 97263 TOTAL FOR FUND 01:			2,743.50
				UNIFORMS	630-345	30	99.98
				UNIFORMS	630-345	30	30.99
				UNIFORMS	630-345	30	25.95
				UNIFORMS	630-345	30	147.99
				UNIFORMS	630-345	30	103.96
				UNIFORMS	630-345	30	221.99
				UNIFORMS	630-345	30	88.00
				UNIFORMS	630-345	30	149.97
				UNIFORMS	630-345	30	41.00
				UNIFORMS	630-345	30	144.99
				AMMUNITION	630-346	30	1,875.00
				AMMUNITION	630-346	30	3,735.00
				OPERATING EQUIPMENT	630-401	30	443.97
				OPERATING EQUIPMENT	630-401	30	833.96
				CHECK APCHK 97264 TOTAL FOR FUND 01:			7,942.75
06/29/2021	APCH	97265	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	202.84
				OPERATING EQUIPMENT	630-401	30	592.75
				CHECK APCHK 97265 TOTAL FOR FUND 01:			795.59
06/29/2021	APCH	97266	ROBERT GALLEGOS	PARK PERMIT FEES	310-814	00	200.00
06/29/2021	APCH	97267	ROBERT SCHALLER	COMMODITIES	670-331	30	60.94
06/29/2021	APCH	97268	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	111.02
06/29/2021	APCH	97269	SIGNS NOW	OFFICE SUPPLIES	510-301	15	35.00
06/29/2021	APCH	97270	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	404.00
06/29/2021	APCH	97271	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	466-228	10	9.30
06/29/2021	APCH	97272	T.P.I.	PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	3,833.75
				PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	10,083.75
				PART TIME - INSPECTOR-REIMB	830-109	40	4,032.00
				PLUMBING INSPECTION-REIMB	830-115	40	400.00
				CHECK APCHK 97272 TOTAL FOR FUND 01:			18,349.50
06/29/2021	APCH	97273*#	TAMELING GRADING	BALLFIELD MAINTENANCE	570-280	20	750.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	2,036.50
				MAINTENANCE - BUILDING	630-228	30	262.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/29/2021	APCH	97274*#	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	5,885.00
				CHECK APCHK 97273 TOTAL FOR FUND 01:			8,933.50
06/29/2021	APCH	97275	THOMSON REUTERS - WEST	STREET & ROW MAINTENANCE	750-328	35	252.45
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	238.47
				CHECK APCHK 97274 TOTAL FOR FUND 01:			490.92
06/29/2021	APCH	97276	TOM & JERRY'S SHELL SERVICES	FEES/DUES/SUBSCRIPTIONS	630-307	30	1,140.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	1,287.76
				CHECK APCHK 97275 TOTAL FOR FUND 01:			2,427.76
06/29/2021	APCH	97277	UNITED STATES TREASURY	MAINTENANCE - VEHICLES	735-409	35	532.28
06/29/2021	APCH	97278	VAN'S ENTERPRISES LTD	FEES/DUES/SUBSCRIPTIONS	610-307	25	5.32
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	556.00
06/29/2021	APCH	97279#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	19.44
				OFFICE SUPPLIES	455-301	10	69.26
				OFFICE SUPPLIES	455-301	10	10.60
				COMMISSARY PROVISION	455-355	10	22.99
				COMMISSARY PROVISION	455-355	10	59.16
				OFFICE SUPPLIES	610-301	25	162.99
				OFFICE SUPPLIES	610-301	25	91.98
				ACCREDITATION	630-202	30	79.90
				OPERATING EQUIPMENT	630-401	30	103.52
				OPERATING EQUIPMENT	630-401	30	120.76
				OFFICE SUPPLIES	810-301	40	31.41
				CHECK APCHK 97279 TOTAL FOR FUND 01:			772.01
06/29/2021	APCH	97280	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - PW BUILDING	725-418	35	2,800.00
				MAINTENANCE - VEHICLES	735-409	35	358.12
				CHECK APCHK 97280 TOTAL FOR FUND 01:			3,158.12
06/29/2021	APCH	97281#	WEX HEALTH, INC	EMP DED PAY - FSA FEE	210-221	00	28.56
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	21.44
				CHECK APCHK 97281 TOTAL FOR FUND 01:			50.00
06/29/2021	APCH	97282	WILLOWBROOK CURRENCY EXCHANGE	MAINTENANCE - VEHICLES	630-409	30	160.50
				Total for fund 01 GENERAL FUND			167,449.48

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
06/17/2021	APCH	97208*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	92.71
				PHONE - TELEPHONES	401-201	50	92.51
				CHECK APCHK 97208 TOTAL FOR FUND 02:			185.22
06/18/2021	APCH	97209*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	109.94
06/29/2021	APCH	210(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	130,114.60
06/29/2021	APCH	97211	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	13.65
06/29/2021	APCH	97215	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	738.50
06/29/2021	APCH	97219	BLACK GOLD SEPTIC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	425.00
06/29/2021	APCH	97220	BRETON LAKES HOMEOWNERS ASSOC	CUSTOMER OVERPAYMENT	280-135	00	2,216.33
06/29/2021	APCH	97228*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	780.70
06/29/2021	APCH	97233*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,000.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,000.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,800.00
				CHECK APCHK 97233 TOTAL FOR FUND 02:			14,800.00
06/29/2021	APCH	97240	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,200.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,900.00
				CHECK APCHK 97240 TOTAL FOR FUND 02:			9,600.00
06/29/2021	APCH	97255	METROPOLITAN INDUSTRIES INC	EDP EQUIPMENT/SOFTWARE	417-212	50	138.00
06/29/2021	APCH	97260*#	PURE PRAIRIE ORGANICS	LANDSCAPING - OTHER	430-299	50	184.08
06/29/2021	APCH	97273*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	409.00
06/29/2021	APCH	97274*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	99.90
				Total for fund 02 WATER FUND			159,814.92

Page 7/8

CHECK DATE FROM 06/16/2021 - 06/29/2021

Amount

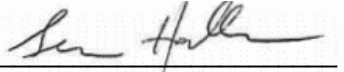
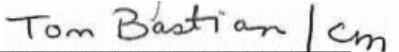
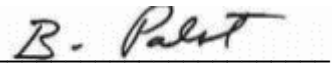
65,292.50

65,292.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND							
06/29/2021	APCH	97256	MID AMERICAN WATER	WATER SYSTEM IMPROVEMENTS	440-600	65	8,994.00
TOTAL - ALL FUNDS				Total for fund 09 WATER CAPITAL IMPROVEMENTS FU			8,994.00
							401,550.90

'*'-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.** 6.d.**AGENDA DATE:** 6/28/21**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator.**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney.**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator.**SIGNATURE:****REVIEWED & APPROVED BY A 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 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 presented 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 (Governor's Disaster Proclamation). Following the lead of Governor J. B. Pritzker, health agencies on both the State and Federal level, the DuPage County Board, on March 16, 2020, passed the DuPage County Disaster Proclamation. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID- 19 a global pandemic.

On July 24, 2020, Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria. On October 20, 2020, the Governor implemented additional restrictions limiting gatherings sizes and banning indoor bar and restaurant services beginning on October 23, 2020, for regions 7 and 8. On December 11, 2020, the Governor issued Executive Order 2020-74, further tightening restrictions on bars, restaurants, and social gatherings to help mitigate the spread of COVID-19. On November 20, 2020, the Governor implemented Tier 3 Resurgence Mitigation restrictions to combat the exponential growth of COVID-19 within the State. On January 18, 2021, the Governor revised the regulations for regions that have met certain criteria. Most recently, the Governor revised the restrictions and announced the entire state has entered into the bridge phase as of May 14, 2021, and entered phase 5 as of June 11, 2021.

STAFF RECOMMENDATION/PROPOSAL:

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 will allow for the following items allowable through the code of ordinances:

- a) 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 of 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 effect until the next regular meeting of the Village Board of the Village of Willowbrook.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 21-O-32

**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-O-08, entitled “An Ordinance Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

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

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

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

WHEREAS, during the April 27, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-13, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

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

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

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

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

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

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

WHEREAS, on August 21, 2020, Governor JB Pritzker extended the disaster proclamation, previously issued, for an additional thirty (30) days; and

WHEREAS, on October 16, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on November 13, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on January 8, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days and as further extended on February 5, 2021 by Executive Order 2021-4; and

WHEREAS, on March 5, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, Governor JB Pritzker has again extended the disaster proclamation for an additional thirty (30) days through the first week of May, 2021; and

WHEREAS, on April 30, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on May 28, 2021, Governor JB Pritzker again extended the disaster proclamation; and

WHEREAS, the corporate authorities of the Village believe it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9, 21-O-11, 21-O-13, 21-O-16, 21-O-20, 21-O-22, 21-O-26, 21-O-30 and this ordinance be extended to the adjournment of the next regularly scheduled Village of Willowbrook Mayor and Board of Trustees' meeting.

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

SECTION 1. The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village that the

Village extend the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9, 21-O-11, 21-O-13, 21-O-16, 21-O-20, 21-O-22, 21-O-26, 21-O-30 and as further extended by this Village Ordinance 21-O-32, 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.

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 28th day of June, 2021.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE : A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE 2021 ROAD MAINTENANCE PROGRAM

AGENDA NO. 6.e.

AGENDA DATE: 6/28/2021

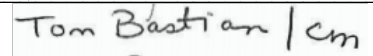
STAFF REVIEW: Andrew Passero, Public Works Foreman

SIGNATURE:



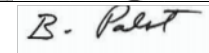
LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES ☒ NO ☐ N/A ☐

BACKGROUND

On April 26, 2021, the Village Board approved the 2021-22 fiscal budget, which included \$350,000 for street improvements and \$25,000 for engineering. The FY 2021-22 budget is based on 7 sections that are included in the Village's road resurfacing project, which results in the resurfacing of approximately 2 miles of roadways. The improvement of these areas to be resurfaced and repaired are to be funded via Motor Fuel Tax funds. In order to utilize state MFT funds, the Village must approve a resolution and certify the attached IDOT resolution.

The following street sections are planned for asphalt resurfacing in 2021:

Street Name	From	To
Sugarbush Lane	79 th Street	North End
Cherry Tree Lane	79 th Street	Sheridan Drive
Hawthorne Lane	Cherry Tree Lane	Blackberry Lane
Blackberry Lane	79 th Street	Sheridan Drive
Apple Tree Lane	Blackberry Lane	Sheridan Drive
Pine Tree Lane	Apple Tree Lane	Village Limits
Honey Locust Lane	Blackberry Lane	Village Limits

On June 15, 2021, the Village received six (6) bids from contractors for the above referred projects. The contractors and the total bid amounts submitted were as follows:

Bidder Name	Bid Amount
<i>M&J Asphalt Paving Company, Inc.</i>	\$277,647.52
Schroeder Asphalt Services, Inc.	\$291,874.86
Lindahl Bros., Inc.	\$292,219.00
K-Five Construction Corp.	\$296,979.05
Chicagoland Paving, Inc.	\$320,000.00
Brothers Asphalt Paving, Inc.	\$342,286.89

STAFF RECOMMENDATION

The lowest responsive and responsible bidder is M&J Asphalt Paving Company, Inc. Village staff recommends that the construction contract be awarded to M&J Asphalt Paving Company, Inc. in the amount of \$277,647.52.

ACTION PROPOSED: Adopt Resolution

RESOLUTION NO. 21-R-

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT
TO M&J ASPHALT PAVING COMPANY, INC.
FOR THE 2021 ROAD MAINTENANCE PROGRAM**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the 2021 Road Maintenance Program in the Village (the “Project”); and

WHEREAS, the sealed bids received were publicly opened, examined and declared by officials of the Village on June 8, 2021 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder for the 2021 Road Maintenance Program in the Village is M&J Asphalt Company, Inc. at a unit price bid not to exceed Two Hundred Seventy Seven Thousand Six Hundred Forty-Seven and 52/100 Dollars and (\$277,647.52)

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

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find M&J Asphalt Paving Company, Inc. to be the lowest responsible bidder for street resurfacing for the 2021 Road Maintenance Program, as set forth in its bid.

SECTION 3: Award of Contract.

M&J Asphalt Paving Company, Inc. is hereby awarded the contract for the afore-referenced street improvements as bid for the Project at the unit prices not to exceed Two Hundred Seventy-Seven Thousand Six Hundred Forty-Seven and 52/100 Dollars (\$277,647.52), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents for the project, all on behalf of the Village of Willowbrook. A copy of said contract is attached hereto as Exhibit "A" and expressly made a part hereof.

SECTION 5: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 28th day of June, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**ADDENDUM #1
Village of Willowbrook
2021 MFT ROAD PROJECT
CBBEL Project No. 900144.H224**

Date: June 4, 2021

Please note the following additional pay items and changes in special provisions to the contract. The revised schedule of prices shall be filled out and submitted with the bid.

SUMMARY OF CHANGES

- Sidewalk removal and landscape restoration pay items added in contract to remove dead end sidewalk ramps throughout the resurfacing limits.
- The special provision for restoration of work area will not include driveway restoration. Minimal curb replacement is expected in front of driveways and pay items have been added for driveway apron replacement in the case one is disturbed or damaged.
- Removal of two special provisions from the contract.
 1. Surface Testing of Pavements – IRI (BDE)
 2. Hot-Mix Asphalt – Quality Control for Performance (BDE)

Modification No. 1

****PAY ITEM ADDED FOR SIDEWALK REMOVAL AT DEAD END SIDEWALK LOCATIONS THROUGHOUT RESURFACING LIMITS. RESTORATION WILL BE PAID FOR SEPERATELY****

Item No: 12

Pay Item Description: SIDEWALK REMOVAL

Unit: SQ FT

Quantity: 350

Modification No. 2

****QUANTITY ADDED FOR LANDSCAPE RESTORATION WITH 6" TOPSOIL AND SEED AND BLANKET WHERE SIDEWALK IS REMOVED****

Item No: 13

Pay Item Description: LANDSCAPE RESTORATION

Unit: SQ YD

Quantity: 40

**ADDENDUM #1
Village of Willowbrook
2021 MFT ROAD PROJECT
CBBEL Project No. 900144.H224**

Date: June 4, 2021

LANDSCAPE RESTORATION

Description. This work shall include furnishing and installing all items as specified herein in accordance with Sections 211, 250, 251 and 252 of the Standard Specifications and per the Engineer.

Landscape Restoration shall include preparation of the seed bed, final grading, and furnishing and placement of the following: pulverized topsoil at an average depth of 6", Class 1A seed, erosion control blanket, nitrogen and potassium fertilizers (phosphorus is not allowed), and all initial watering(s) as noted herein. All work as listed shall be included with this pay item.

Construction Requirements. This work may include preparing the existing ground surface, placing topsoil, and fine grading the topsoil to match existing grades in preparation for seed. The topsoil shall be feathered to match the existing terrain and surrounding pavement.

The seed shall be applied at twice the application rate as specified in Article 250.07 to 360 lb/acre. Fertilizer shall be applied in accordance with Article 250.04 of the Standard Specifications.

The first watering shall begin within 24-hours of the final staking of the erosion control blanket. Watering shall be performed by the contractor until germination of the seeding is visible. The recommended rate of watering is 3 gallons per square yard every other day until final acceptance by the Engineer; however, it is the sole responsibility of the Contractor to make necessary adjustments as to not under- or over-water.

Period of Establishment. Areas seeded annually must undergo a 21-day period of establishment beginning on the last day that seed is sowed or the final staking of the erosion control blanket. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas, and repairing any damage to the seeded areas due to, but not limited to, errant vehicles, severe weather or other causes. At the end of the period of establishment, the pay quantity for seeded areas which result in weeds, bare areas, or are otherwise unacceptable, shall be deducted from the Contract quantities. Terms of acceptance shall be made by the Engineer and shall be final. No payments will be made to the Contractor until the end of the period of establishment. Should the seed not germinate because of prevailing cool weather, the period of establishment and the annual completion date may be extended as determined by the Engineer.

Planting times shall be April 1 to June 15 and August 1 to November 1 in accordance with Article 250 of the Standard Specifications. The Village, at its sole discretion, may postpone seeding operations if deemed necessary. In such an event, the completion date shall be extended accordingly.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard (SY) for LANDSCAPE RESTORATION, which price shall be payment in full for all labor, material, and equipment necessary to complete this work as specified herein.

**ADDENDUM #1
Village of Willowbrook
2021 MFT ROAD PROJECT
CBBEL Project No. 900144.H224**

Date: June 4, 2021

Modification No. 3

****QUANTITY ADDED FOR DRIVEWAY REPLACEMENT, IN THE CASE THAT A DRIVEWAY IS DAMAGED FROM CURB REMOVAL. MINIMAL CURB REPLACEMENT INFRONT OF DRIVEWAYS IS EXPECTED****

Item No: 14

Pay Item Description: DRIVEWAY PAVEMENT REMOVAL

Unit: SQ YD

Quantity: 75

Modification No. 4

****QUANTITY ADDED FOR DRIVEWAY PATCHING, IN THE CASE THAT A DRIVEWAY IS DAMAGED FROM CURB REMOVAL. MINIMAL CURB REPLACEMENT INFRONT OF DRIVEWAYS IS EXPECTED****

Item No: 15

Pay Item Description: PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH

Unit: SQ YD

Quantity: 75

Modification No. 5

****SPECIAL PROVISION FOR RESTORATION OF WORK AREA REVISED TO NOT INCLUDE DRIVEWAY RESTORATION. PLEASE SEE REVISED SPECIFICATION BELOW****

RESTORATION OF WORK AREA

All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

Any existing sprinkler systems damaged during the course of the work shall be repaired by the Contractor at no expense to Owner.

ADDENDUM #1
Village of Willowbrook
2021 MFT ROAD PROJECT
CBBEL Project No. 900144.H224

Date: June 4, 2021

Please acknowledge the receipt of this addendum by signing and returning the attached form to Daniel L. Lynch, PE, CFM. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Please email to the attention of Dan Lynch, Christopher B. Burke Engineering, Ltd. at dlynch@cbbel.com.

I acknowledge the receipt of Addendum #1 for the above referenced project:



Signed: _____

M & J Asphalt Paving Company, Inc.

Company Name



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
M & J Asphalt Paving Company, Inc.			
Contractor's Address		City	State Zip Code
3124 S. 60th Court		Cicero	IL 60804

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	21-00000-01-GM
Route(s) (Street/Road Name)		Type of Funds
Various (See Location Map)		MFT and Local

☒ Proposal Only ☐ Proposal and Plans ☐ Proposal only, plans are separate

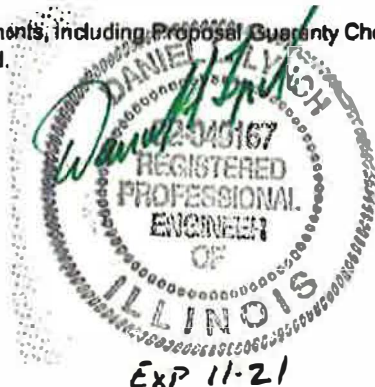
Submitted/Approved
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
Submitted/Approved	
County Engineer/Superintendent of Highways	Date

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	3-30-21
Official Title	
Mayor Frank A. Tuller	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
Jose Rios / MK	5/18/2021

Note: All proposal documents, including Proposal Surety Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	21-00000-01-GM	Various (See Location Map)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of The Village Clerk of the

<u>Village of Willowbrook 835 Midway Drive, Willowbrook, IL 60527</u>	until <u>10:00 AM</u>	on <u>06/08/21</u>
Address	Time	Date

Sealed proposals will be opened and read publicly at the office of The Village Clerk of the

<u>Village of Willowbrook 835 Midway Drive, Willowbrook, IL 60527</u>	at <u>10:00 AM</u>	on <u>06/08/21</u>
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
<u>Various (See Location Map)</u>	<u>6700 FT, 1.27 MI</u>

Proposed Improvement

Proposed Improvement of HMA Surface Removal 2", HMA Leveling Binder 0.75", HMA Surface Course 1.5", Combination Curb and Gutter Removal and Replacement, PCC Sidewalk Removal and Replacement, and Steel Adjustment Rings.

1. Plans and proposal forms will be available in the office of

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or www.questcdn.com

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	21-00000-01-GM	Various (See Location Map)

PROPOSAL

1. Proposal of M & J Asphalt Paving Company, Inc.

Contractor's Name

3124 S. 60th Court Cicero, Illinois 60804

Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering Ltd.
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 21 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: The Village Treasurer of Willowbrook.
The amount of the check is Five Percent (5%) of the Bid Amount (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-01-GM.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	21-00000-01-GM	Various (See Location Map)

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	21-00000-01-GM	Various (See Location Map)

SIGNATURES

(If an individual)

Signature of Bidder		Date
<input type="text"/>		<input type="text"/>
Business Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

(If a partnership)

Firm Name		
<input type="text"/>		
Signature		Date
<input type="text"/>		<input type="text"/>
Title		
<input type="text"/>		
Business Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
M & J Asphalt Paving Company, Inc.		
Signature		Date
		06-08-21
Title		
President		
Business Address		
3124 S. 60th Court		
City	State	Zip Code
Cicero	IL	60804

Insert Names of Officers

President
Nick Distasio

Attest:


Secretary

Secretary

James V. Distasio, Jr.

Treasurer

MaryAnn Distasio



Schedule of Prices



Contractor's Name

M & J Asphalt Paving Company, Inc.

Contractor's Address

3124 S. 60th Court

City

Cicero

State

IL

Zip Code

60804

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

21-00000-01-GM

Route(s) (Street/Road Name)

Sugarbush, Cherry Tree, Hawthorne, Blackberry, Honey Locust, Apple Tree & Pine Tree (See Location Map)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Bit. Materials (Tack Coat)	LB	8,188.20	0.01	81.88
2	HMA Leveling Binder, N50, .75"	TON	818.82	75.00	61,411.50
3	HMA Surface Mix "D" N50, 1.5"	TON	1637.64	71.00	116,272.44
4*	HMA Surface Removal 2"	SQ YD	18166	2.20	39,965.20
5*	HMA Surf Rem. Butt Joint	SQ YD	30	2.20	66.00
6*	Traffic Control and Protection	LSUM	1	3,500.00	3,500.00
	Standard 701501				
7*	Curb Rem. & Rep. Type M3.12	FOOT	687	36.50	25,075.50
8*	Sidewalk Rem. and Rep. 5"	SQ FT	2260	9.00	20,340.00
9*	Steel Adjustment Rings, 0.5"	EACH	5	200.00	1,000.00
10*	Detectable Warning Panels	SQ FT	48	30.00	1,440.00
11*	Surface Patch, 2" Special	SQ YD	100	20.00	2,000.00
12	Sidewalk Removal	SQ FT	350	1.00	350.00
13	Landscape Restoration	SQ YD	40	28.00	1,120.00
14	Driveway Pavement Removal	SQ YD	75	11.00	825.00
15	PCC Driveway Pavement, 6"	SQ YD	75	56.00	4,200.00
Bidder's Total Proposal					\$277,647.52

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	21-00000-01-GM

WE, M & J Asphalt Paving Company, Inc 3124 S. 60th Court, Cicero, IL 60804 as PRINCIPAL, and Old Republic Surety Company P. O. Box 1635, Milwaukee, WI 53201-1635 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th of June, 2021
Day Month and Year

Principal

Company Name
M & J Asphalt Paving Company, Inc

Signature [Signature] Date 06-08-21

By: [Signature]

Title
President

Company Name

Signature Date

By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
Old Republic Surety Company

Signature of Attorney-in-Fact [Signature] Date 6/8/2021

By: Kristen Schmidt

STATE OF IL
COUNTY OF Cook
I David J Roth

, a Notary Public in and for said county do hereby certify that
and Kristen Schmidt

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 2021
Day Month and Year

(SEAL)



Notary Public Signature [Signature]

David J Roth
Date commission expires December 29, 2021



Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	21-00000-01-GM

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

[illegible]

Company/Bidder Name

Signature

--

Date _____

--	--

Title

--	--



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock Insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (If a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: June 8, 2021

Surety Bond number: Bid Bond

Principal: M & J Asphalt Paving Company, Inc

Obligee: Village of Willowbrook

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

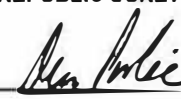
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of October, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of October, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

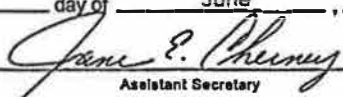
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 8th day of June, 2021.


Assistant Secretary



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	21-00000-01-GM

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

--

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

M & J Asphalt Paving Co., Inc. will perform the Removals, Concrete and Asphalt Paving. Program Sponsors will be the Local Union. We are members of the following: International Union of Operating Engineers – Local 150, Laborers International Union – District Council of Chicago and Vicinity, Teamsters Union and Cement Mason's - Local 502

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

--

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

M & J Asphalt Paving Company, Inc.

Title

President

Signature

--

Date

06-08-21

Address

3124 S. 60th Court

City

Cicero

State

IL

Zip Code

60804

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

*Chicago and Laborers' Training & Apprenticeship Program
For the Trade of Construction Craft Laborers*

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

11A17-0602

Registration No.

DOT # 869-463-580

Chris M. Allen

Secretary of Labor

Anthony Duong
Director, Bureau of Apprenticeship and Training

DOT # 869-463-580

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Operating Engineers Local # 150
Plainfield, Illinois
For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date
November 5, 2002

Registration No
1E 008780173



For: Chao
Secretary of Labor
Anthony Savage
Assistant Secretary Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of (Repairer Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date

May 5, 2002

IL012020003



Secretary of Labor

Robert L. Chavez
Anthony Sumner

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Joint Council No. 25 Training Fund

For the Trade of Construction Driver

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

June 28, 2005

Date

IL015050004

Registration No.



L. L. Chao
Secretary of Labor

Anthony S. Swartz
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

008-0816
Registration No.

Ann McLaughlin

Secretary of Labor

James D. Van Ecker

Director, Bureau of Apprenticeship and Training



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	21-00000-01-GM

I, Nick Distasio of Cicero, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of M & J Asphalt Paving Company, Inc.
Officer or Position Bidder

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, M & J Asphalt Paving Company, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature 	Date 06-08-21
Print Name of Affiant Nick Distasio	

Notary Public

State of IL

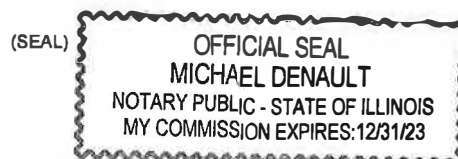
County Cook

Signed (or subscribed or attested) before me on June 8, 2021 by
(date)

Nick Distasio, authorized agent(s) of
(name/s of person/s)

M & J Asphalt Paving Company, Inc.
Bidder

Signature of Notary Public



My commission expires 12-31-23



Illinois Department of Transportation

Affidavit of Availability For the Letting of 06/08/21



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	R2020-37					
Contract With	University Park	North Palos Fire	Berwyn CDBG	Park Forest	Palos Heights	
Estimated Completion Date	07/30/21	07/31/21	07/02/21	07/01/21	08/30/21	
Total Contract Price	\$13,020	\$254,873	\$1,022,983	\$114,968	\$383,069	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$13,020	\$254,873	\$1,022,983	\$114,968	\$383,069	\$1,788,913
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$1,788,913

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$800	\$44,818	\$43,307	\$14,162	\$13,350	\$116,437
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving		\$111,242	\$331,560	\$80,800	\$224,726	\$748,328
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	\$1,200	\$24,950	\$11,375		\$9,544	\$47,069
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	\$8,420	\$27,019	\$310,899	\$5,670	\$50,020	\$402,028
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling		\$5,984	\$71,368	\$14,300	\$49,065	\$140,717
Demolition						
Pavement Markings (Paint)		\$510				\$510
Other Construction (List)		\$4,960	\$2,000			\$6,960
Prime Coat		\$8	\$159	\$36	\$161	\$364
Traffic Control		\$1,950	\$33,850		\$23,125	\$58,925
Totals	\$10,420	\$221,441	\$804,518	\$114,968	\$369,991	\$1,521,338

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work	Tree Removal	Landscape	Landscape		Landscape
Subcontract Price	\$2,600	\$17,308	\$34,680		\$13,078
Amount Uncompleted	\$2,600	\$17,308	\$34,680		\$13,078
Subcontractor		Ray Edwards	Riccio Construction		
Type of Work		Sewer Work	Sewer Work		
Subcontract Price		\$14,124	\$105,675		
Amount Uncompleted		\$14,124	\$105,675		
Subcontractor		Homer Tree	Insituform		
Type of Work		Tree Removal	CIPP		
Subcontract Price		\$2,000	\$62,850		
Amount Uncompleted		\$2,000	\$62,850		
Subcontractor			Hawk Enterprises		
Type of Work			Detector Loop		
Subcontract Price			\$6,360		
Amount Uncompleted			\$6,360		
Subcontractor			D2K		
Type of Work			Pavement Markings		
Subcontract Price			\$8,900		
Amount Uncompleted			\$8,900		
Total Uncompleted	\$2,600	\$33,432	\$218,465		\$13,078

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Nick Distasio

Title

President

Signature



Date

06-08-21

Company

M & J Asphalt Paving Company, Inc.

Address

3124 S. 60th Court

City

Cicero

State

IL

Zip Code

60804

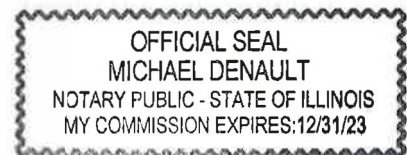
Subscribed and sworn to before me

this 8th day of June, 2021



(Signature of Notary Public)

My commission expires 12/31/2023



(Notary Seal)

☐ Add pages for additional contracts

C O N T R A C T

THIS CONTRACT ENTERED INTO THIS _____ day of June, 2021 between M&J Asphalt Paving Company, Inc. (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to enter into an agreement with Contractor, the lowest bidder, for a portion of the Willowbrook 2021 Road Maintenance Program.

2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the more restrictive terms shall control. The bid specifications are (attached hereto) **OR** (are available for review at the Willowbrook Village Hall).

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed Two Hundred Seventy-Seven Six Hundred Forty-Seven and 52/100 Dollars (\$277,647.52), **OR** (for the total quantities of work performed at the unit prices stipulated in said proposal. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the

Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See Attached for Certified Payroll Form)

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1 et. seq. (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor’s policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and

Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or

voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys'

fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and

- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

- (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - (b) The Contractor’s insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance

maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of

this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Five Thousand Dollars(\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to M&J Asphalt Paving Company, Inc., Attn: Nicholas A. Distasio, 3124 N. 60th Court, Cicero, Illinois 60804, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall

request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

Contractor:

M&J ASPHALT PAVING COMPANY, INC.

By: _____
Nicholas A. Distasio, President
and its duly authorized agent

ATTEST:

Title:

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Willowbrook on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Willowbrook on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Willowbrook, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT**SUBCONTRACTORS****Monthly Statement of Compliance**

Date: _____

I, _____ (name
signatory party), _____ (title),do hereby state: that I pay or supervise the payment
of the persons employed on the public works project
_____ (nameof project); that during the payroll period commencing
on the _____ day of _____, _____ (year), and
ending on the _____ day of _____, _____ (year),all persons employed on said project have been
paid the full wages earned, that no rebates
have been or will be made either directly or indirectly
to or on behalf of said _____(name of contractor or subcontractor) from the full
wages earned by any person, and that no
deductions have been made either directly or
indirectly from the full wages earned by any
persons, other than permissible deductions as
defined by Federal and/or State law. I further certify
that this payroll is correct and complete; that the wage
rates contained therein are not less than the actual
rates herein stated and that the classification set forth
for each laborers or mechanic conform to the work
he/she performed.

Signature: _____

**Attach explanation of monies paid, copy of contract
or billing, or other pertinent information.**

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

**** Please Note: The submission of falsified payroll records is a criminal offense. ****

Contractor and/or Subcontractor	Contract Information	
Contact Person: _____	Contract Number: _____	Pay Period Starting Date: _____
Company Name: _____	Project Number: _____	Pay Period Ending Date: _____
Address: _____	Project: _____	Date Submitted to City: _____
City, State, Zip: _____	Project Location: _____	
Telephone: _____		

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Train

**Village of Willowbrook
2021 MFT Program
BID OPENING RESULTS
CBBEL PROJECT NO. 900144.H224
June 8, 2021, 10:00 AM at Willowbrook Village Hall**

BIDDER	ADDENDUM #1	BID BOND	BID AMOUNT
ENGINEERS ESTIMATE			\$361,600.71
M&J ASPHALT PAVING, CO.	✓	✓	\$277,647.52
SCHROEDER ASPHALT SERVICES, INC.	✓	✓	\$291,874.86
LINDAHL BROTHERS, INC.	✓	✓	\$292,219.00
K-FIVE CONSTRUCTION CORP.	✓	✓	\$296,979.05
CHICAGOLAND PAVING CONTRACTORS, INC.	✓	✓	\$320,000.00
BROTHERS ASPHALT PAVING, INC.	✓	✓	\$342,286.89

				ENGINEERS ESTIMATE		M&J ASPHALT PAVING		SCHROEDER ASPHALT		LINDAHL BROTHERS		K-FIVE CONSTRUCTION		CHICAGOLAND PAVING		BROTHERS ASPHALT PAVING	
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	BITUMINOUS MATERIALS (TACK COAT)	LB	8,188	\$ 0.25	\$ 2,047.05	\$ 0.01	\$ 81.88	\$ 0.01	\$ 81.88	\$ 0.01	\$ 81.88	\$ 3.85	\$ 31,524.57	\$ 0.01	\$ 81.88	\$ 0.10	\$ 818.82
2	LEVELING BINDER (MACHINE METHOD), N50 (0.75")	TON	819	\$ 78.00	\$ 63,867.96	\$ 75.00	\$ 61,411.50	\$ 80.00	\$ 65,505.60	\$ 72.00	\$ 58,955.04	\$ 74.00	\$ 60,592.68	\$ 85.00	\$ 69,599.70	\$ 100.00	\$ 81,882.00
3	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (1.5")	TON	1,638	\$ 80.00	\$ 131,011.20	\$ 71.00	\$ 116,272.44	\$ 82.00	\$ 134,286.48	\$ 72.00	\$ 117,910.08	\$ 65.00	\$ 106,446.60	\$ 84.00	\$ 137,561.76	\$ 75.00	\$ 122,823.00
4	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	18,166	\$ 3.25	\$ 59,039.50	\$ 2.20	\$ 39,965.20	\$ 1.90	\$ 34,515.40	\$ 2.75	\$ 49,956.50	\$ 2.20	\$ 39,965.20	\$ 2.25	\$ 40,873.50	\$ 2.25	\$ 40,873.50
5	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT	SQ YD	30	\$ 5.00	\$ 150.00	\$ 2.20	\$ 66.00	\$ 5.00	\$ 150.00	\$ 1.00	\$ 30.00	\$ 27.00	\$ 810.00	\$ 15.00	\$ 450.00	\$ 3.00	\$ 90.00
6	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	\$ 21,000.00	\$ 21,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 12,500.00	\$ 12,500.00	\$ 2,900.00	\$ 2,900.00	\$ 15,190.66	\$ 15,190.66	\$ 8,912.07	\$ 8,912.07
7	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE M3.12 (SPECIAL)	FOOT	687	\$ 55.00	\$ 37,785.00	\$ 36.50	\$ 25,075.50	\$ 27.50	\$ 18,892.50	\$ 27.50	\$ 18,892.50	\$ 30.00	\$ 20,610.00	\$ 32.50	\$ 22,327.50	\$ 55.00	\$ 37,785.00
8	SIDEWALK REMOVAL AND REPLACEMENT, 5" (SPECIAL)	SQ FT	2,260	\$ 15.00	\$ 33,900.00	\$ 9.00	\$ 20,340.00	\$ 8.80	\$ 19,888.00	\$ 8.80	\$ 19,888.00	\$ 10.00	\$ 22,600.00	\$ 9.50	\$ 21,470.00	\$ 13.75	\$ 31,075.00
9	STEEL ADJUSTMENT RINGS, 0.5" (SPECIAL)	EACH	5	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00	\$ 250.00	\$ 1,250.00	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00
10	DETECTABLE WARNING PANELS	SQ FT	48	\$ 25.00	\$ 1,200.00	\$ 30.00	\$ 1,440.00	\$ 35.00	\$ 1,680.00	\$ 35.00	\$ 1,680.00	\$ 35.00	\$ 1,680.00	\$ 40.00	\$ 1,920.00	\$ 55.00	\$ 2,640.00
11	SURFACE PATCH, 2" (SPECIAL)	SQ YD	100	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 16.50	\$ 1,650.00	\$ 38.50	\$ 3,850.00	\$ 6.00	\$ 600.00	\$ 15.00	\$ 1,500.00	\$ 25.00	\$ 2,500.00
12	SIDEWALK REMOVAL	SQ FT	350	\$ 5.00	\$ 1,750.00	\$ 1.00	\$ 350.00	\$ 2.00	\$ 700.00	\$ 2.00	\$ 700.00	\$ 2.00	\$ 700.00	\$ 2.00	\$ 700.00	\$ 5.50	\$ 1,925.00
13	LANDSCAPE RESTORATION	SQ YD	40	\$ 15.00	\$ 600.00	\$ 28.00	\$ 1,120.00	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00	\$ 25.00	\$ 1,000.00	\$ 15.00	\$ 600.00	\$ 20.00	\$ 800.00
14	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	\$ 15.00	\$ 1,125.00	\$ 11.00	\$ 825.00	\$ 13.00	\$ 975.00	\$ 13.00	\$ 975.00	\$ 22.00	\$ 1,650.00	\$ 18.00	\$ 1,350.00	\$ 16.50	\$ 1,237.50
15	PCC DRIVEWAY PAVEMENT, 6"	SQ YD	75	\$ 55.00	\$ 4,125.00	\$ 56.00	\$ 4,200.00	\$ 70.00	\$ 5,250.00	\$ 70.00	\$ 5,250.00	\$ 62.00	\$ 4,650.00	\$ 75.00	\$ 5,625.00	\$ 99.00	\$ 7,425.00
Grand Total				\$361,600.71		\$277,647.52		\$291,874.86		\$292,219.00		\$296,979.05		\$320,000.00		\$342,286.89	
As Read						\$277,647.52		\$291,874.86		\$292,219.00		\$296,979.05		\$320,000.00		\$342,286.89	

*Discrepancy corrected by CBBEL

VILLAGE OF WILLOWBROOK


BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION APPROVING THE EXECUTION OF A MAINTENANCE PROPOSAL FOR THE VILLAGE'S MITEL PHONE SYSTEM BY AND BETWEEN HEARTLAND BUSINESS SERVICES, LLC AND THE VILLAGE OF WILLOWBROOK	AGENDA NO. 6.f. AGENDA DATE: 6/28/2021
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STAFF REVIEW: Carrie Dittman, Director of Finance

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.: Brian Pabst, Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

For many years, the Village has utilized the services of Midco to provide support for our Mitel phone system. Midco was purchased by F.E. Moran a couple of years ago, and then by Securitas in 2020, and the service provided has suffered as a result; their technical staff, our sales rep, and many other staff were laid off with no notice provided to the Village. Our latest service agreement expired April 30, 2021, and despite multiple requests by Village staff for a renewal contract, Midco has not provided one.

The Village has been in contact with Heartland Business Systems which now employs many of Midco's former staff and technicians; they are Gold partners for Mitel, our phone system, and provide many other technical support services, including Information Technology (IT) managed services. Staff has obtained a quote from Heartland to provide break/fix support of our Mitel phone system at a cost similar to what Midco previously charged; hourly rates for service outside the scope of the agreement range from \$85-\$295/hour depending on the service (in Schedule 3), however these are also equivalent to Midco's rates. The service period would begin July 1, 2021 and expire April 30, 2022, at which time the Village can renew for a one year period. The 10-month service agreement will be **\$3,996.60**, plus a one-time transfer fee required by Mitel of **\$150**.

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

N/A

ACTION PROPOSED

Adopt the Resolution.

RESOLUTION NO. 21-R-

**A RESOLUTION APPROVING THE EXECUTION
OF A MAINTENANCE PROPOSAL FOR THE
VILLAGE'S MITEL PHONE SYSTEM BY AND
BETWEEN HEARTLAND BUSINESS SERVICES, LLC
AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook ("Village") requires to provide for routine software maintenance of the Village's Mitel Phone System; and

WHEREAS, Heartland Business Services, LLC, ("HBS"), is in the business of providing the necessary oversight services for the installation and maintenance of the Village's Mitel Phone System, proposes to provide to the Village the routine software maintenance services for the continued operation of the Village's Mitel Phone System; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, HBS is qualified to provide such software maintenance services to the Village.

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

SECTION 1. The service proposal by and between HBS and the Village (the "Proposal") for the software maintenance of the Village's Mitel Phone System, in substantially the same form as is attached hereto and made a part hereof as Exhibit A, is hereby approved, subject to the execution and providing the Village with the Certifications Form, attached hereto as Exhibit "B" and made a part hereof.

SECTION 2. The Village Mayor is authorized and directed to execute the proposal and Exhibit "B" (Certifications Form) to the proposal on behalf of the Village of Willowbrook, and the officials, officers and employees of the Village are hereby authorized to take such further

actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Proposal.

SECTION 3. This Resolution shall be in full force and effect upon its passage as required by law.

PASSED and APPROVED this 28th day of June, 2021 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Statement of Work

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60537

**MITEL SUPPORT SERVICE
AGREEMENT**

June 10, 2021

Contact Information:

Loretta Rogalny
Heartland Business Systems
5400 Patton Dr, #4b
Lisle, IL 60532
Phone: (630) 786-6010
lrogalny@hbs.net

Sandy O'Brien
Heartland Business Systems
5400 Patton Dr, #4b
Lisle, IL 60532
Phone: (630) 786-6057
sobrien@hbs.net

Paul Quebbeman
Heartland Business Systems
5400 Patton Dr, #4b
Lisle, IL 60532
Phone: (630) 786-6053
pquebbeman@hbs.net



Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.



Project Overview

This Statement of Work (“SOW”) reflects the services and materials to be provided by Heartland Business Systems, LLC (hereinafter referred to as “HBS”) for **Village of Willowbrook** (hereinafter referred to as “Customer”).

HBS has been engaged to provide single point of contact technical support for the equipment listed on Schedule 2 attached hereto (hereinafter referred to as the “Equipment”). This includes support of the Equipment as noted in the attached Bill of Materials (BoM), support via phone, e-mail, and onsite services as required by the Service Level Agreements (SLA’s) for critical and non-critical incidents. HBS shall update Schedule 2 from time to time as necessary. HBS shall not provide any services under this Agreement until HBS has received the initial payment from the Customer.

HBS will review and resolve technology and functionality questions and issues for the Equipment.

All support issues will be logged into the HBS Incident Management System by HBS. All client information stored in the incident management system shall be owned by HBS.

If the Customer wishes to add any additional equipment to this Agreement, a Change Order shall be required pursuant to the Change Management section of this Agreement. The Change Order form is attached hereto as Appendix A. If any additional equipment is added to this Agreement during a one-year term, the amount charged shall be prorated for such partial year based on the actual number of days remaining in such one-year term, and billing will be adjusted accordingly for the remainder of that term.

Project Scope

HBS will provide the following services and materials:

In Scope

The scope of service for the Equipment is as follows:

A. Service Level Agreements (SLA)

- Non-Critical Incidents – A return call from HBS will be initiated within four hours to create a plan for issue resolution with Customer designated contact. An incident will be resolved as a best effort within 24 to 72 hours. Non-critical incidents are those reported during 8 AM to 5 PM Monday through Friday Central Time (excluding federal holidays).
- Critical Incidents – A return call from HBS will be initiated within 30 minutes to create a plan for issue resolution with Customer Administrator. Critical incidents are those that require immediate attention where an HBS Engineer will begin working on issue within 60 minutes of incident initiation to solve as soon as possible. In addition, all after hour support efforts will be considered critical unless part of a non-critical plan for resolution.

B. Patching and System Updates

- HBS will remotely provide critical patches and one update per year for the Equipment, provided that the Customer has purchased SWA coverage from Mitel prior to entering into this Agreement.



- In order to receive the above-described updates, the Customer's existing hardware must be supported by upgraded software. Any software updates that would require updates to hardware are considered out of scope.

C. SLA Options

The Customer shall select one of the following two options on Schedule 1:

1. The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on the Rate Sheet attached hereto as Schedule 3 (the "Rate Sheet").
 2. The Customer selects 24 X 7 X 365 coverage.
- In order to be eligible for escalation to Mitel Support outside Monday - Friday 8 AM - 5 PM Central Time, the Customer must have purchased Premium SWA coverage from Mitel prior to entering into this Agreement.

D. Replacement of Equipment.

HBS shall provide a warranty covering labor costs and replacement parts arising from defects in materials and workmanship for the Equipment, under normal use during the term of this Agreement. However, under no circumstances shall HBS provide repairs, services, or replacement of any Equipment required as a result of (a) neglect, misuse or intentional damage of Equipment, (b) alterations, additions or modifications to the Equipment performed by anyone other than HBS, (c) the failure of Customer to provide and maintain a suitable environment for the Equipment, as prescribed by HBS, including, but not limited to, proper electrical power, air conditions and humidity control, (d) use of supplies or materials not meeting HBS specifications, (e) use of the Equipment for purposes other than for which it was designed, (f) electrical work external to the Equipment or service in connection with Equipment relocation, reconfiguration or additions, (g) cutoff of any services to Customer by a utility, (h) viruses, malware, spyware, adware, ransomware, worms, rootkits, Trojan horses, or other harmful code or contaminants, or (i) fires, war, riots, terrorism, floods, tornados, civil commotion, explosion, or any other acts of God or acts of nature. Any repairs, services or replacement arising out of or related to subsection (a) through (i) above shall be considered outside the scope of this Agreement. In the event that a replacement part is unavailable for any reason, HBS shall provide an equivalent replacement part, as determined by HBS. With regard to any obsolete or end of life Equipment, HBS shall make best efforts to provide replacement parts.

A table showing examples of in scope and out of scope items is attached hereto as Schedule 4.

E. Additional Terms.

- **Contract Duration:** The original term of this Agreement shall be as set forth on Schedule 1. This Agreement shall be renewed automatically for successive terms of one (1) year each, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term of its intention not to renew. The renewal will include any pricing adjustments as described in Item 2 of "Assumptions and Dependencies."
- In the event that HBS determines that the Customer requires any other services for the Equipment that are outside the scope of this Agreement, HBS shall separately bill the Customer at the rates listed on the Rate Sheet.
- Travel of HBS Engineering to a Customer location not more than 90 miles from an HBS office to provide onsite support for the Equipment that is within the scope of this Agreement is included.
- Travel of HBS Engineering to provide other onsite support for the Equipment that is outside the scope of this Agreement, or that is more than 90 miles from an HBS office will be invoiced at the applicable hourly rate



listed on the Rate Sheet, dependent on issue severity. Travel will be billed from the local HBS office regardless of Engineer location.

- A Change of Service Ownership form must be completed upon contract acceptance to grant HBS Mitel Software Assurance contract access and to allow HBS to communicate and open Support cases with Mitel on behalf of the customer. Heartland shall separately bill the Customer for any Change of Service Ownership fees. If the Change of Service Ownership cannot be completed or Software Assurance is not carried, the customer acknowledges that HBS will only be able to deliver best-effort resolution to level 3 and above tickets and accepts any additional time required to resolve. HBS shall separately invoice the Customer for any such additional time and any repairs or replacements that are necessary due to the Customer not carrying Software Assurance.
- A letter of authorization (LOA) must be signed upon contract acceptance to grant HBS telco provider access.

Out of Scope

Any repairs, services or replacement of any other devices, ancillary equipment or cable infrastructure is not included in this Agreement.

Any work or material not specifically identified in this document is not included in this Agreement. Manufacturer support is not included in this Agreement. Customer may obtain manufacturer support through a separate agreement.

Assumptions and Dependencies

The following list contains the assumptions used to develop HBS Service pricing.

1. All pricing is based on information, written and verbal, provided by Customer and is subject to revision and change should the information provided vary from our assumptions. The information provided will be validated and confirmed during the discovery portion of our implementation process.
2. HBS shall have the right to adjust the fees, rates and charges for each renewal term by providing written notice to Customer at least 45 days prior to the expiration of the then current term. The agreement will be billed regardless of Customer's actual usage. In addition, HBS shall also have the right to adjust the rates on the Rate Sheet on an annual basis.
3. Pricing assumes that all incidents initiated will be English-speaking. Customer is responsible for all fees associated with international calling. If translation services are required, Customer is also responsible for the cost of hook up and translation fees.
4. HBS shall also separately bill the Customer for implementation and assessment costs. Implementation and assessment costs, if required, are to establish documentation of the Voice Environment and cover HBS costs incurred to configure monitoring, reporting, and response services to fulfill this agreement.

HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.

Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.



The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.

Any potential dependencies that may be discovered prior to implementation will be communicated to Customer to determine impact.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	HBS will conduct an annual system review and schedule any remediation tasks.
2	HBS will provide roadmap remediation recommendations based on hardware and application lifecycles.

Pricing

Customer agrees to compensate HBS as stated on Schedule 1. HBS shall update Schedule 1 for each renewal term pursuant to Item 2 of Assumptions and Dependencies.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.



Non-Payment - Any invoice, whether for this Agreement or any other products or services provided by HBS, remaining unpaid after its due date shall be grounds for HBS to immediately withhold any products or services covered by this Agreement.



Schedule 1

Coverage

☒ The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on this Rate Sheet.

OR

☐ The Customer selects 24 X 7 X 365 coverage.

- **Mitel Support Service Agreement for July1, 2021 to April 30, 2022**
 - Coverage is included for the systems and equipment listed in Schedule 2.
 - **DEVICES AND DEVICE ADD-ONS ARE NOT COVERED UNDER THIS AGEEMENT UNLESS SPECIFIED IN Schedule 2.**

Total: \$3,996.60

Note: This agreement is prorated for 10 months to be co-terminus with the Mitel Software Assurance Agreement.



Schedule 2

Application Record / Serial Number / Quantity	Description and / or Location
1	Mitel MiVoice Office 250



Schedule 3

Rate Sheet

Out of scope services shall be billed at the following rates:

HOURLY SERVICES BILLING SCHEDULE
(time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Structured Cabling	\$85
AV Tech Help-desk Break-Fix Point of Sale Collaboration I Project Coordinator I Physical Security Engineer	\$105
AV Engineer 2 Network Operations Center Mitel Engineer 2 SMB Engineer HBS Data Center Collaboration 2 Imaging Technician 2 O365/CRM/D365 SharePoint 2 Network Engineer 2 Systems Engineer 2 Physical Security Engineer 2 Cabling Project Manager 2	\$135
AV Engineer 3 Network Engineer 3 Systems Engineer 3 Collaboration 3 Mitel Engineer 3 Physical Security Engineer 3 Apps/Business Consulting 3 Imaging Engineer 3 O365/CRM/D365 SharePoint 3 Project Manager 3 Infosec Consultant 3 NOC 3 Websites/Kentico Custom Development	\$165
Network Engineer 4 Systems Engineer 4 Collaboration 4 Cloud Architect 4 BI/Data Analytics/SQL 4	\$185
ERP/Dynamics GP 4	\$178
ERP/Dynamics GP 5	\$198
Applications Architect 5	\$195
Systems Architect 5	
Cloud Architect 5	
Infosec Consultant 6 Cloud Architect - Infosec 6	\$225
Infosec Consultant 7	\$295
On Call Pager	\$200
After Hours Rate	1.5x Base Rate
<ul style="list-style-type: none">• Before 8am or after 5pm CST• Weekends & Company Recognized Holidays	



Schedule 4

<u>In Scope</u>	<u>Out of Scope</u>
Hardware failure due to normal component failure.	Hardware failure due to environmental condition. <ul style="list-style-type: none">• Water damage due to pipe breaking.• Heat damage due to HVAC failure.
Hardware failure due to electrical issue. <ul style="list-style-type: none">• If there is an HBS supplied and covered UPS under a support service agreement the failed hardware will be repaired.	Hardware failure due to uncontrolled electrical issues. <ul style="list-style-type: none">• This can occur with a major power outage. When power is restored, a surge can cause component failure.
Program around an issue to allow for functionality. <ul style="list-style-type: none">• Public network failure of trunks.• Programming around a network failure.• Programming around a failed component that is covered under a support agreement.	Programming to change a feature or functionality. <ul style="list-style-type: none">• Programming to change auto attendant destinations.• Program of incoming ringing destinations.• Programming of keys on a device.• Programming of an ACD path.
Replacement of a device which failed due to normal wear and tear.	Replacement of a device that has been used and abused. <ul style="list-style-type: none">• Water damage.• Physical damage.
Availability of administration application for client programming of systems.	Deployment of administration application for the client programming of systems. <ul style="list-style-type: none">• HBS assists with the initial deployment of these applications at the original project deployment of the systems.
Repair or replacement of the components of the system(s) inventory as defined in Schedule 1.	Failure of client supplied equipment. <ul style="list-style-type: none">• Hardware servers or virtual environments may be supplied by you, the client. When this occurs, that application will be covered but the server that it resides in will not.
	Manufacturer's support charges. <ul style="list-style-type: none">• Manufacturer's support is typically required for all applications.• If after hours support is required, Premium support may need to be purchased.• Manufacturer's support is purchased under a separate contract.



Change Order Form (Appendix A)

Project Name:	
Change Request #:	

General Information (completed by requester)

Change Request Submitted by:	
Date Submitted:	
Submitter Phone # and email:	
Person Requesting Change:	
Date Requested:	
Requester Phone and email:	
Related Change Request Numbers:	

Proposed Change (completed by requester)

Title of Change:	
Description of Change:	
Reason for Change:	
Requested Completion Date:	

HBS-Mitel Collabguard Support Contract
Quote #250535 v1
Prepared For:
Willowbrook, Village of

 Carrie Dittman
 835 Midway Drive
 Willowbrook, IL 60527

P: (630) 920-2235

E: cdittman@willowbrook.il.us

Prepared By:
Chicago Illinois Office

 Loretta Rogalny
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 630-786-6010

E: lrogalny@hbs.net

Date Issued:
06.10.2021
Expires:
06.30.2021

Mitel Support		Price	Qty	Ext. Price
HBS-COLLABGUARD-MSSA-SGT	Sergeant (regular business hours): 8-5	\$3,996.60	1	\$3,996.60
Note: This agreement is prorated for 10 months to be co-terminus with the Mitel Software Assurance Agreement <ul style="list-style-type: none"> Mitel Support Service Agreement for July1, 2021 to April 30, 2022 <ul style="list-style-type: none"> Coverage is included for the systems and equipment listed in Schedule 2. DEVICES AND DEVICE ADD-ONS ARE NOT COVERED UNDER THIS AGEEMENT UNLESS SPECIFIED IN Schedule 				
Subtotal				\$3,996.60

Quote Summary		Amount
Mitel Support		\$3,996.60
Total:		\$3,996.60

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance
Chicago Illinois Office
Willowbrook, Village of

Loretta Rogalny

Signature / Name

06/10/2021

Date

Signature / Name

Initials

Date

EXHIBIT “B”

**Software Maintenance Proposal
Telecommunications System**

EXHIBIT "B"

This Exhibit "B" is attached hereto and made a part of that certain Maintenance Proposal by and between HEARTLAND BUSINESS SERVICES, LLC, ("HBS"), and the Village of Willowbrook ("Village").

1. **Indemnification.** HBS shall defend, indemnify, keep and save harmless, the VILLAGE and the VILLAGE's officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees, which are solely the result of a negligent act or willful act or omission of HBS or any of its employees or agents arising out of or resulting from the performance of services under this Proposal (an "Indemnifying Act"). If any settlement has been entered into (with express written consent of HBS) or if a final judgment shall be rendered by a court of competent jurisdiction against the VILLAGE solely as the result of an Indemnifying Act, HBS, after all appeals have been exhausted, shall, at its own expense, satisfy and discharge the same. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted, any such money due HBS under and by virtue of the Proposal as shall be deemed necessary by the VILLAGE for the payment thereof may be retained by the VILLAGE for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. This indemnification shall not be limited by the required minimum insurance coverages provided in this Proposal.

2. **Insurance.** HBS shall obtain and thereafter keep in force statutorily required Worker's Compensation and Employer's Liability coverage, Commercial General Liability, \$1,000,000 per occurrence, \$3,000,000 aggregate, Commercial Automobile Liability, with the Village named as an additional insured, as applicable, and provide such Certificate of Insurance evidencing same upon execution of this Proposal. The insurer shall agree to waive all rights of subrogation against the VILLAGE, its officials, agents, employees and volunteers for losses arising from work performed by HBS. No action or failure to act on the part of the VILLAGE shall constitute a waiver of any insurance requirement.

3. **Assumption and Limitation of Liability.** Subject to the terms and conditions of this Proposal and the limitations set forth herein, HBS assumes liability for all injury to or death of any person or persons including employees of HBS, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any willful conduct or grossly negligent work performed by HBS under this Proposal.

4. **Statutory Requirements**

4.1 **Equal Employment Opportunity.** In the event of HBS's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, HBS may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Proposal may be cancelled or voided in whole

or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Proposal, HBS agrees as follows:

4.1.1 That HBS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

4.1.2 That, if HBS hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which HBS may reasonably recruit; and HBS will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

4.1.3 That, in all solicitations or advertisements for employees placed by HBS or on HBS's behalf, HBS will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

4.1.4 That HBS will send to each labor organization or representative of workers with which HBS has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of HBS's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with HBS in HBS's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, HBS will promptly notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations under the Proposal.

4.1.5 That HBS will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information, as may, from time to time, be requested by the Department or the contracting VILLAGE, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

4.1.6 That HBS will permit access to all relevant books, records, accounts and work sites by personnel of the VILLAGE and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

4.1.7 That HBS will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, HBS will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the VILLAGE and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, HBS will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

4.2 Prohibition of Segregated Facilities. HBS will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. HBS shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that HBS will retain such certifications in its files.

4.3 Sexual Harassment Policy. HBS has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

4.4 Certifications. HBS shall submit to the VILLAGE the Certification attached hereto as Exhibit A signed by its president or other authorized officer before a notary public.

4.5 Record Retention. HBS shall maintain its records relating to the performance of the Proposal in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by HBS shall be available for review and audit by the VILLAGE. HBS shall cooperate with the VILLAGE (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by HBS to maintain the books, records and supporting documents required by this section or the failure by HBS to provide full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under this Proposal or for the recovery for

any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Proposal.

5. Obligations Survive. The indemnification, confidentiality and record retention obligations or duties imposed upon HBS under the Proposal shall survive any termination of the Proposal.

6. Independent Contractor. HBS is an independent contractor and in providing its work under this Proposal shall not represent to any third party that its authority is greater than that granted to it under the terms of the Proposal.

7. Non-Assignment. This Proposal is exclusive between the VILLAGE and HBS. This Proposal or any right or obligations hereunder may not be assigned by HBS, in whole or in part, to another firm without first obtaining prior permission in writing from the VILLAGE. The VILLAGE may refuse to accept any substitute contractor for any reason.

Executed by the parties above this _____ day of June, 2021.

VILLAGE OF WILLOWBROOK

HEARTLAND BUSINESS SERVICES, LLC

By: _____

By: _____
Its duly authorized agent

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE MERITORIOUS SERVICE AWARD FOR OFFICER BRENDAN JOHNSON AND OFFICER JOHN HANDZIK

AGENDA NO. 6.g.

AGENDA DATE: 06/28/2021

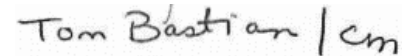
STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE:



LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES ☒ N/A ☐

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

The Village of Willowbrook's Personnel Manual allows for Village personnel to be awarded a meritorious service award.

- Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.

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

On May 24th, 2021, Willowbrook officers were dispatched to an ambulance assist for a full arrest at Tameling Industries. Upon arrival, Officer Johnson relieved the individual who was performing Cardiopulmonary Resuscitation (CPR) on the unresponsive victim. Officer Handzik deployed an Automated External Defibrillator (AED) and delivered a shock to the victim. After checking for responsiveness, a faint pulse was detected. Officers Biggs and Weller arrived shortly after and with additional medical supplies and played support roles, while waiting for Tri State Fire Protection District to arrive.

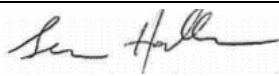
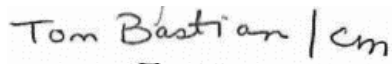

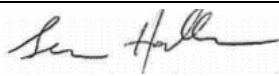
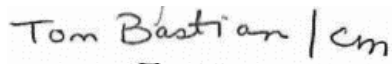

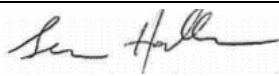
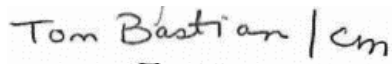

Officers Johnson, Handzik, Biggs, and Weller should all be recognized for their quick action and teamwork during this emergency response. Their diligence in providing an extraordinary level of service to the Citizens of the Village of Willowbrook should be commended.

The Village Staff recommends a Meritorious Service Award be given to Officer Brendan Johnson and Officer John Handzik.

ACTION PROPOSED:

Approve Motion.

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 9 - ZONING ORDINANCE (CHILDREN'S RECREATIONAL EQUIPMENT/PLAYHOUSES REGULATION AND LOCATION)	AGENDA NO. 7 AGENDA DATE: 06/28/21						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> STAFF REVIEW: Sean Halloran, Asst. Village Administrator </td> <td style="width: 50%;"> SIGNATURE:  </td> </tr> <tr> <td> LEGAL REVIEW: Tom Bastian, Village Attorney </td> <td> SIGNATURE:  </td> </tr> <tr> <td> RECOMMENDED BY: Brian Pabst, Village Administrator </td> <td> SIGNATURE:  </td> </tr> </table>		STAFF REVIEW: Sean Halloran, Asst. Village Administrator	SIGNATURE: 	LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 	RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
STAFF REVIEW: Sean Halloran, Asst. Village Administrator	SIGNATURE: 						
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 						
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 						
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>							
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) Currently, the Village only permits children's recreational equipment and playhouses, which are considered accessory uses under Section 9-12-2, within interior side yards, rear yards and courtyards. There is no relief mechanism to allow these accessory uses in yards other than where they are currently permitted except through a planned unit development process. The proposed text amendment would allow governmental or educational uses to apply for a variation to permit children's recreational equipment/playhouses within the front or exterior side yard for properties located on corner lots.							
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) <p>State statutes relative to municipal zoning review requirements, would require the Village of Willowbrook to make reasonable efforts to streamline the zoning application process for public school properties and minimize the administrative burdens involved in the zoning review process. Instead of requiring school districts to apply for a PUD which is the most costly and time-consuming zoning entitlement process within the Village, the Village has initiated this text amendment to allow more flexibility in locating children's recreational equipment/playhouses for institutional uses located on corner lots. Properties located on corner lots and improved with a principal governmental or educational use, would be permitted to apply for a variation to locate children's recreational equipment in its front or exterior side yard in conformance with the procedures, terms and conditions set forth in Section 9-14-4 Variations of the Zoning Ordinance.</p> <p>Staff has no objection in giving governmental or educational uses the ability to apply for this variation. The variation process will require notification of surrounding property owners and a public hearing before the Plan Commission. The Plan Commission would be able to recommend conditions to the proposed project before forwarding their recommendation to the Village Board for final approval, and the Village Board would have some input on the types of conditions that will be imposed. The intent of the public hearing process is to provide a transparent, public review process and Staff is confident that this process will provide for the most effective review and approval process for the regulation of children's recreational equipment within front and exterior side yards on certain properties located on corner lots.</p> <p>The proposed text amendment was discussed at a regular meeting of the Plan Commission on June 2, 2021. No members of the public came forward to oppose the petition. The Plan Commission voted 5-0 in favor of the proposed petition, to forward a positive recommendation to the Village Board.</p>							
ACTION PROPOSED: June 14, 2021: Receive Plan Commission Recommendation.							
June 28, 2021: Consideration of Attached Ordinance.							

ORDINANCE NO. 21-O-_____

**AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK
TITLE 9 - Zoning Ordinance
(CHILDREN'S RECREATIONAL EQUIPMENT/PLAYHOUSES
REGULATION AND LOCATION)**

WHEREAS, on or about May 1, 2021, the Village of Willowbrook, as applicant, filed an application for certain text amendments to the Zoning Ordinance of the Village of Willowbrook relating to the regulation and location of children's recreational equipment/playhouses as accessory uses in Village Zoning Districts; and,

WHEREAS, Notice of Public Hearing on said text amendments to the Village of Willowbrook Zoning Ordinance was published in the Chicago Sun-Times newspaper on or about May 17, 2021, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission of the Village of Willowbrook on June 2, 2021, pursuant to said Notice, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, at said Public Hearing, the applicant provided testimony in support of the proposed amendments to the Village of Willowbrook Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission forwarded its recommendation to the Mayor and Board of Trustees on or about June 14, 2021, a copy of which is attached hereto as Exhibit "A" which is, by this reference, made a part hereof; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated June 14, 2021.

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 12, Section 9-12-4(D)(1)(e) of the Village Code of the Village of Willowbrook is hereby amended to read as follows:

(e) Children's recreational equipment may be located as permitted accessory uses in interior side yards, rear yards, or open courtyards in all zoning districts. Notwithstanding any provision of the Zoning Title of the Village to the contrary, for properties located on corner lots and improved with a principal governmental or educational use, the property owner may apply for a variation to locate children's recreational equipment in its front or exterior side yard in conformance with procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED and **APPROVED** this 28th day of June, 2021.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk

EXHIBIT A

PLAN COMMISSION RECOMMENDATION

MEMORANDUM

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: June 14, 2021

SUBJECT: **Zoning Hearing Case 21-06:** Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois. Consideration of a petition for a text amendment to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children's recreational equipment.

At a regular meeting of the Plan Commission held on June 2, 2021, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Wagner and seconded by Baksay that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented on pages 2 to 4 of the Staff Report for PC Case Number 21-06 to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children's recreational equipment.

ROLL CALL: Chairman Kopp, Vice Chairman Wagner, Commissioners Baksay, Kaczmarek, and Kaucky; NAYS: None; ABSENT: Commissioners Soukup and Walec.

MOTION DECLARED CARRIED

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

DK:jp



Village of Willowbrook

Staff Report to the Village Board

Public Hearing Date:	June 2, 2021
Village Board Receive Date:	June 14, 2021
Village Board Vote Date:	June 28, 2021
Prepared By:	Ann Choi, Planning Consultant
Case Title:	PC 21-06: Consideration of a petition for a text amendment to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children’s recreational equipment.
Petitioner:	Village of Willowbrook, 835 Midway Drive, Willowbrook IL 60527
Action Requested by Petitioner:	Consideration and recommendation of the following text amendment:
Code Sections to be Amended:	Title 9 – Zoning Sections: 9-12-4(D)(1)(e) Appurtenant Structure, Children’s Recreational Equipment
Documents Attached:	<i>Attachment 1:</i> Public Hearing Notice <i>Attachment 2:</i> Village of Willowbrook Current Zoning Ordinance, Section 9-12-4 <i>Attachment 3:</i> Village of Willowbrook Proposed Zoning Ordinance (Clean Version)

Necessary Action by Village Board:	Consideration of Attached Ordinance.
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History & Discussion of Request

The Village considers children's recreational equipment and playhouses as accessory uses under Section 9-12-2 and only permits these accessory uses within interior side yards, rear yards and courtyards. Currently, there is no relief mechanism to allow these accessory uses in yards other than where they are currently permitted under Section 9-12-2 and Section 9-12-4, except through a planned unit development process.

State statutes relative to municipal zoning review requirements and/or limitations under 65 ILCS 5/11-13-27, require municipalities to make reasonable efforts to streamline the zoning application process for public school properties and minimize the administrative burdens involved in the zoning review process. In lieu of requiring school districts to apply for a planned unit development which is the most costly and time-consuming zoning entitlement process within the Village of Willowbrook, the Village has initiated this text amendment to allow more flexibility in locating children's recreational equipment/playhouses for institutional uses on certain lots. Properties located on corner lots and improved with a principal governmental or educational use, would be permitted to apply for a variation to locate children's recreational equipment in its front or exterior side yard in conformance with procedures, terms and conditions set forth in Section 9-14-4 of the Zoning Ordinance. The variation process would require a public hearing with proper noticing to adjacent neighbors.

Proposed Text Amendments

The following sections are to be amended. New language is highlighted in the **red** and is underlined. Language to be eliminated is indicated with a ~~strike through~~.

9-12-4: BULK REGULATIONS:

- (A) When an accessory use building is structurally attached to the principal building, it is subject to and must conform to all regulations of this title applicable to the principal building. (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
- (B) No detached accessory building shall be located closer to a principal building than ten feet (10'). Further, a detached accessory building shall be located at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 97-O-05, 1-27-1997)
- (C) All detached accessory structures shall not exceed fifteen feet (15') in height except:
 - 1. The height of signs shall be regulated by chapter 11 of this title.
 - 2. The height of any flagpole shall not exceed thirty feet (30'). The length of the flag shall not exceed one-third (1/3) of the height of the flagpole to which it is attached.
 - 3. The height of detached canopies shall not exceed eighteen feet (18') with a minimum clearance above grade of fourteen feet (14').
 - 4. The height of antenna for use in shortwave radio, transmitting and receiving, citizen band radio, transmitting and receiving, broadcast band radio, receiving shall be regulated by section 9-3-15 of this title. (Ord. 19-O-18, 8-12-2019)
- (D) Except as otherwise provided by this title, all accessory structures and uses shall conform to the district regulations of the district in which they are located, with the following exceptions: (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
 - 1. Appurtenant Structures:
 - (a) The total area of all structures either attached or detached from the principal structure that are used as a private garage shall not exceed the following capacity:
 - (1) For single-family detached dwellings, eight hundred (800) square feet per dwelling unit, or thirty five percent (35%) of the foundation area of the habitable portion of the principal structure, whichever is greater.
 - (2) For single-family attached dwellings and multiple-family dwellings, five hundred (500) square feet per dwelling unit.



- (3) The minimum foundation area for any garage shall be two hundred forty (240) square feet. (Ord. 01-O-13, 5-14-2001)
- (b) Detached garages shall be located to the rear of the rear line of the principal structure and shall be a distance of five feet (5') from any interior side lot line and a distance of at least ten feet (10') from the rear lot line. Detached garages shall not be permitted in the exterior side yard in any district. All detached garages shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may not be roofed or enclosed. (Ord. 90-O-42, 11-26-1990; amd. Ord. 97-O-05, 1-27-1997)
- (c) Greenhouses, sheds, or other buildings for storage purposes incidental to permitted uses shall have a floor area not exceeding one hundred twenty five (125) square feet in area, or one percent (1%) of the area of the lot on which said structure is located, whichever is greater. Greenhouses, sheds, or buildings for storage purposes shall be located to the rear of the rear line of the principal structure on any lot and located a distance of at least five feet (5') from any interior side lot line, and at least ten feet (10') from the rear lot line. Greenhouses and storage sheds shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may be roofed, but not enclosed. (Ord. 87-O-46, 11-9-1987)
- (d) Swimming pool decks, swimming pool mechanical equipment, children's playhouses, private swimming pools, hot tubs, saunas, screened houses and bathhouses shall be located a distance of at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 88-O-9, 4-25-1988)
- ~~(e) Children's recreational equipment may be located anywhere except in a required front yard. (Ord. 97-O-05, 1-27-1997)~~
Children's recreational equipment may be located as permitted uses in interior side yards, rear yards, or open courtyards in all zoning districts. Notwithstanding any provision of the Zoning Title of the Village to the contrary, for properties located on corner lots and improved with a principal governmental or educational use, the property owner may apply for a variation to locate children's recreational equipment in its front or exterior side yard in conformance with procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.
- (f) Not more than three (3) flagpoles may be constructed and maintained on a zoning lot. Flagpoles may be located anywhere on the lot provided that they shall be a distance of at least ten feet (10') from the nearest lot line. (Ord. 90-O-42, 11-26-1990)
- (g) Nonmechanical laundry drying equipment may be located in the rear yard provided that it shall be a distance of at least five feet (5') from the nearest lot line.
- (h) Open terraces, porches, patios and decks may be located in the required interior side yard or rear yard provided that they shall not exceed four feet (4') in height above the adjoining grade, and shall be located a distance of at least ten feet (10') from any lot line.
- (i) Arbors, trellises and chimneys may project into any required yard not more than twenty four inches (24") for a linear distance not greater than eight feet (8').
- (j) Bay windows and wing walls may project not more than twenty four inches (24") into any required yard.
- (k) Eaves, gutters and permanent downspouts may project not more than three feet (3') into a required front, rear or side yard. (Ord. 97-O-05, 1-27-1997)
- (l) On corner lots, no obstructions of any kind, including vegetation higher than eighteen inches (18") above curb level or edge of pavement, if there is no curb, shall be located in any portion of a yard situated within fifteen feet (15') of the lot corner formed by the intersection of the two (2) street right-of-way lines. (Ord. 84-O-57, 10-22-1984)



- (m) Compost bins no larger than one hundred (100) cubic feet and no taller than five feet (5'), designed to hold compostable materials in such a way as to not allow material to be windblown, shall be located in the rear yard on any lot at least ten feet (10') from any lot line. In no event shall a compost bin be located closer than twenty feet (20') to a principal structure on an adjacent property. (Ord. 90-O-42, 11-26-1990)

Staff Recommendation

Staff supports the proposed text amendment to allow properties located on corner lots and improved with a principal institutional use (i.e., public, educational, governmental uses), to apply for a variation to locate children's recreational equipment in its front or exterior side yard. If the Plan Commission concurs, the following sample recommendation is offered for consideration.

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 amendment presented on pages 2 to 4 of the Staff Report for PC Case Number 21-06 to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children's recreational equipment.

Public Hearing and Communications

The Plan Commission conducted a public hearing on this petition at a regular meeting of the Plan Commission on June 2, 2021. 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 was held virtually via Zoom.

Summary of Public Hearing and Communications

Two (2) individuals from the public were sworn in at the public hearing.

1. Present: Approximately ten (10) individuals were present. The following members of the Plan Commission were in attendance: Chairman Dan Kopp, Vice Chairman John Wagner, Commissioners Catherine Kaczmarek, Leonard Kaucky, and Zoltan Baksay. The following Village staff members were present: Planning Consultant Ann Choi, Village Attorney Matthew Holmes, and Recording Secretary Lisa Shemroske. Court Reporter Lynne del Giudice was also in attendance.
2. Speakers: One (1) individual presented testimony. Planning Consultant Choi provided testimony in support of the Village-initiated petition.
3. There were no members of the general public that provided testimony in opposition to the petition.

Speakers Supporting the Petition

A total of one (1) speaker supported the petition.

- Ann Choi, Village of Willowbrook, Planning Consultant.

Speakers Opposing the Petition

There were no speakers who opposed the petition.

Communications Received

The Village received zero letters in opposition to the proposed petition.



Public Hearing Testimony Notes

Village of Willowbrook Planning & Development Department

Planning Consultant Choi presented the proposed text amendment and explained that currently, the Village only permits children’s recreational equipment and playhouses, which are considered accessory uses under Section 9-12-2, within interior side yards, rear yards and courtyards. There is no relief mechanism to allow these accessory uses in yards other than where they are currently permitted except through a planned unit development process. Planning Consultant Choi indicated that State statutes would require the Village of Willowbrook to make reasonable efforts to streamline the zoning application process for public school properties and minimize the administrative burdens involved in the zoning review process. Instead of requiring school districts to apply for a PUD which is the most costly and time-consuming zoning entitlement process within the Village, Planning Consultant Choi explained that the Village has initiated this text amendment to allow more flexibility in locating children’s recreational equipment/playhouses for institutional uses located on corner lots. Properties located on corner lots and improved with a principal governmental or educational use, would be permitted to apply for a variation to locate children’s recreational equipment in its front or exterior side yard in conformance with the procedures, terms and conditions set forth in Section 9-14-4 Variations of the Zoning Ordinance.

Planning Consultant Choi concluded her presentation by stating that planning staff has no objection in giving institutional uses, primarily governmental or education, the ability to apply for this variation. The variation process will require notification of surrounding property owners and a public hearing before the Plan Commission. Planning Consultant Choi explained that the Plan Commission would be able to recommend conditions on the requested variation/project before forwarding their recommendation to the Village Board for final approval, and that the Village Board would have the opportunity to provide input on the types of conditions that will be imposed. Planning Consultant Choi noted that the intent of the public hearing process is to provide a transparent, public review process and Staff is confident that this process will provide for the most effective review and approval process for the regulation of children’s recreational equipment within front and exterior side yards on certain properties located on corner lots.

Chairman Kopp asked the Plan Commissioners if they had any questions for Planning Consultant Choi. The Plan Commission did not have any further questions. Chairman Kopp closed the public comment period and opened the discussion between the Plan Commissioners.

Plan Commission Discussion

Vice Chairman Wagner posed two questions. The first question asked was if the proposed text amendment would be specific to any particular parcel in the Village? Planning Consultant Choi responded that an application for a local school is anticipated in the next couple of months that would likely apply for this variation. Vice Chairman Wagner then asked under what circumstance would the Village allow the equipment in the front yard. Planning Consultant Choi responded that any governmental use such as a park or school would permit the equipment to be located within the front of exterior side yard on properties located on corner lots.

Commissioner Baksay asked what the setback requirements were since he was unable to find any setback requirements under Section 9-14-4 of the Zoning Code. Planning Consultant Choi referred the Plan Commission to the section of the Zoning Code pertaining to accessory uses on the computer screen and indicated that there are no specific encroachment dimensions to the front or exterior side yard lot line(s). Planning Consultant Choi indicated that a project requesting a variation to allow children’s recreational equipment within these yards would need to be evaluated on a case-by-case basis.



Vice Chairman Wagner asked why the Village would not allow children’s recreational equipment as permitted uses if there were no setback requirements. Planning Consultant Choi explained that pending approval of the text amendment, children’s recreational equipment would be permitted accessory structures within front and exterior side yards, and it would be up to the Plan Commission’s discretion as to where the Plan Commission would recommend the specific encroachment of the equipment within the yard.

Village Attorney Matthew Holmes clarified that currently, there is no equipment allowed in the front or exterior side yards for corner lots, and the governmental entity applying for the variation would still be required to comply with the setback requirements for accessory structures unless a variation was approved from the setback regulation. Currently the Zoning Code allows for variations for setbacks, but the Zoning Code does not allow for a variation to locate children’s play equipment in those yards. The proposed text amendment would modify that slightly. Village Attorney Matthew Holmes indicated that one of the reasons for the proposed text amendment is that for institutional uses/governmental buildings such as schools, it would make more sense to located accessory uses on what is defined as a front yard of the property. On corner lots, the narrower side of a lot is considered the front yard, and this does not make sense in the context of schools.

Chairman Kopp concluded by requesting that a commissioner make a motion. The following motion was made by Wagner was seconded by Baksay and approved unanimously, a 5-0 roll call vote of the members present:

Motion

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board approval of the text amendment presented on pages 2 to 4 of the Staff Report for PC Case Number 21-06 to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children’s recreational equipment.



Attachment 1
Public Hearing Notice
(2 pages)

NOTICE OF PUBLIC HEARING
ZONING HEARING CASE NO. 21-06

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 2nd of June 2021 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 once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of the public hearing is to consider a request by the Village of Willowbrook, as petitioner, to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children's recreational equipment.

The applicant for this petition is the Village of Willowbrook, 835 Midway Drive, Willowbrook Illinois 60527.

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 Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, 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 6:00pm on June 2, 2021 to planner@willowbrook.il.us. 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 May 17, 2021 edition of *The Chicago Sun-Times* Newspaper.

CLASSIFIEDS 312.321.2345

Monday, May 17, 2021

AUTOMOTIVE

Autos

2012 Buick Verano automatic, selling price \$3500 T, L & F AT First Marshall Auto Auction.com (708)333-2266.

2011 Ford Fiesta, automatic, selling price \$1900 T, L & F AT First Marshall Auto Auction.com. (708)333-2266. White

2013 Mercedes Benz C 300. Super clean. 65k miles. \$15,000. Call Charles 773-851-4578

2010 Mercedes Benz. Runs good, needs work, high miles. Black, leather int., No rust. \$5,000. 708-998-8499

2009 Pontiac G6, automatic, selling price \$1300 T, L & F AT First Marshall Auto Auction.com. (708)333-2266. Red

Autos

First Marshall Auto Auction.com

398 E 147th St., Harvey, IL 60426
2010 Chevrolet Cobalt, selling price \$1500
2014 Nissan Sentra, selling price \$2300
2007 Honda Odyssey 7pass, price \$1700
2008 Dodge Ram Pick up, selling price \$1600
2010 Chevrolet Traverse, selling price \$2900
2013 Chrysler 200, selling price \$2300

Call (708)333-2266

We are not affiliated with any government office. All the prices listed above are excluding T, L & F.

Bid Notice

Bid Notice

The Village of Ford Heights is soliciting contractor bids for a construction project in the Sunnyside Neighborhood off of Cottage Grove Avenue. The project will be for rain gardens, curb cuts, storm structure cleanouts, and other improvements in the parkway. The Bid Advertisement will be available May 14, 2021 at the Village Clerk's Office 1343 Ellis Avenue Ford Heights, Illinois 60411 or email inquiries to missyreeford@gmail.com.
5/14 - 5/27/2021 #1126205



McCORMICK
Auto Sales & Leasing
A Division of

REQUEST FOR QUALIFICATIONS

McCormick Place Complex Manager

The Metropolitan Pier and Exposition Authority, a municipal corporation that owns the McCormick Place Complex, which includes the four buildings of the Convention Center, Arie Crown Theatre, and the Wintrust Arena is seeking a qualified and experienced manager to provide services as further described in the RFQ.

The RFQ document will be available for download on May 17, 2021 via the Authority's website at www.mpea.com under the link "Doing Business" and "Current Bids/Opportunities". Qualifications are due no later than 12:00 Noon, CST on Monday June 21, 2021. Proposers Must respond to the RFQ in order to participate in the RFP phase.

Minority and Women Owned Business Enterprises are encouraged to participate.

Metropolitan Pier and Exposition Authority
MPEA Procurement
301 East Cermak Road
Chicago, Illinois 60616
mpeaprocmnt@mpa.com

Autos Wanted



AAA, Addison Auto
WE BUY JUNK CARS!
WE PAY CASH ON THE SPOT!
773-507-3023

Autos Wanted

USED MOTORCYCLES WANTED



CASH
PAID
ON THE SPOT!

• MOTORCYCLES/
SCOOTERS
• ALL MAKES &
MODELS!
• WILL PICK UP!
ANY CONDITION

CALL 630-660-0571

2013 Ford Transit Connect Cargo van, automatic, selling price \$3300 T, L & F AT First Marshall Auto Auction.com (708)333-2266. White

2008 Jeep Compass, automatic, selling price \$1600 T, L & F AT First Marshall Auto Auction.com (708)333-2266. Silver

Public Hearings

Public Hearings

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 21-06

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<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of the public hearing is to consider a request by the Village of Willowbrook, as petitioner, to amend Title 9, Chapter 12 of the Zoning Title of the Village of Willowbrook regarding the regulation of children's recreational equipment.

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

Published in the May 17, 2021 edition of The Chicago Sun-Times Newspaper.
#1123905

LEGAL SERVICES

The JOYNER LAW OFFICE

ATTORNEY IS AVAILABLE
DURING COVID-19 VIA
PHONE OR VIDEO CHAT

DEBT BE GONE!

Chapter 13
BANKRUPTCY
Chapter 7 - EZ Payment Plan

NO MONEY
DOWN!
Qualified Wage
Earners
312-332-9001

LEGAL

Assumed Name

ASSUMED NAME
Notice is hereby given, pursuant to 'An Act in relation to the use of an Assumed Business Name in the conduct or transaction of Business in the State,' as amended, that a certification was registered by the undersigned with the County Clerk of Cook County. Registration Number: Y21008760 on April 28, 2021
Under the Assumed Business Name of
I TAKE MY COFFEE BLACK
with the business located at: 1259 W WINNEMAC AVE APT 3, CHICAGO, IL 60640. The true and real full name(s) and residence address of the owner (s)/partner(s) is: ZACHARY S GOFORTH, 1259 W WINNEMAC AVE APT 3, CHICAGO, IL 60640, USA.
5/3 5/10 5/17/2021 #1125583

Public Notices

STATE OF MICHIGAN
KALKASKA COUNTY
CIRCUIT COURT
Lisa Shields, Plaintiff v
Estate of Ida Westland, Defendant
Robert K. Ochodnicki (P75766)
ABMD Law
Attorney for Plaintiff
202 N. Hagadorn
East Lansing, MI 48823
Case # 21CH13603

SUMMONS
NOTICE TO THE DEFENDANT:
In the name of the people of the State of Michigan you are notified: 1. You are being sued. 2. YOU HAVE 21 DAYS after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you

Public Notices

The Metropolitan Water Reclamation District of Greater Chicago will be accepting applications for the following classification(s):

Environmental Chemist (Original & Promotional)

Application Filing Period: May 7, 2021 through May 28, 2021. **Examination Date:** June 26, 2021. **Location:** To be announced. **Scope of Examination:** Knowledge of environmental chemist practices. **Nature of Position and Duties:** Under general supervision, supervises the work of a small laboratory; and/or conducts chemical research and analysis as applied to water, sewage and industrial wastes, and purchased or processed materials. **Salary:** \$81,498.04 per year

Environmental Research Technician (Original & Promotional)

Application Filing Period: April 23, 2021 through May 21, 2021. **Examination Date:** June 19, 2021. **Location:** To be announced. **Scope of Examination:** Knowledge of environmental research technician practices. **Nature of Position and Duties:** Under supervision, and in accordance with specified methods, performs a variety of technical duties associated with the collection of field and laboratory data related to agricultural, wastewater, surface water quality, or aquatic biology research and monitoring projects, the analysis of samples, and the operation and maintenance of equipment used in the field and laboratory. **Salary:** \$53,843.14 per year

Financial Analyst (Original & Promotional)

Application Filing Period: May 14, 2021 through June 11, 2021. **Examination Date:** June 26, 2021. **Location:** To be announced. **Scope of Examination:** Knowledge of financial analyst practices. **Nature of Position and Duties:** Under direction, performs professional financial and investment analysis and reporting activities and supervises subordinate financial staff. **Salary:** \$90,445.94 per year

Applications can be submitted online only at www.districtjobs.org.
Additional information may be found at www.mwrd.org or call 312-751-5100.

Mailed, Emailed, Hand delivered or Faxed Applications Will Not Be Accepted.
Resumes Will Not Be Accepted In Place of Application Forms.
An Equal Opportunity Employer - M/F/D
5/7 - 5/21/2021 #1125819

Public Notices

were served outside this state). 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint. 4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements. Issue date 2/26/2021
Expiration date 5/28/2021
Court clerk /s/ Diane Dayle
FILED KALKASKA COUNTY
CLERK Feb 26, 2021
5/3 5/10 5/17/2021 #1125485

Storage - Legal

Notice of Self Storage Sale
Please take notice Rod Dot Storage 21 - Richton Park located at 23150 Governors Hwy., Richton Park, IL 60471 intends to hold an auction of the goods stored in the following units in default for non-payment of rent. The sale will occur as an online auction via www.storageauctions.com on 5/25/2021 at 9:30 am. Unless stated otherwise the description of the contents are household goods and furnishings. Sheena Tower Unit #035. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
5/10, 5/17/2021 #1124183

Public Notices

Storage

PUBLIC SALE
2021, at 10:00 a.m. Storage & Moving Inc. ("Reebie") Things at 2325 Chicago, IL 60614. Please call Mary 773-525-6700 to see and time
WE RESERVE THE RIGHT TO REFUSE ANY BIDS TOO LOW
06/08/2021, at 1 Store Your Things Clark St Chicago PUBLIC
Scott Blodgett
550 Avalon Terrace Grand Rapids, MI
Balance: \$2,050.20
Account: 440
Robert Boeck
1221 Seminole Avenue Madison, WI 53711
Balance: \$7,262.20
Account: 726
John Cain
600 W Fullerton Pl Chicago, IL 60614
Balance: \$2,128.00
Account: 230
Kathleen Dowling
6545 W 64th Chicago, IL 60638
Balance: \$2,047.00
Account: 484
Kyle Gearhart
4300 N Marine Dr Chicago, IL 60613
Balance: \$1,554.80
Account: 532
Pamela Hanratty
19 Pool St NW Albuquerque, NM Balance: \$4,768.21
Account: 118
Pamela Hanratty
19 Pool St NW Albuquerque, NM Balance: \$2,989.80
Account: 399
Pamela Hanratty
19 Pool St NW Albuquerque, NM Balance: \$1,240.00
Account: 47
Bruce Longaneck
423 W Beiden Ave Chicago, IL 60614
Balance: \$2,572.20
Account: 437
James Neaylon
2335 N Commonwealth Chicago, IL 60614
Balance: \$507.00
Account: 34
Martin Scanlon
2703 N Clark St #2 Chicago, IL 60614

Storage -
Extra Space Storage property belonging to indicated:
#1598 1301 S H on May 25 2021
Weissenborn 4048
#1712 5525 W 0528 on May 25
D Kendziora 723;
#7239 1301 S C on May 25 2021
#8803 11372 Ma on May 25 2021
vid Soto 2344
#0729 707 W Ha on May 25 2021
Wardell Washington Brown 4077
#7538 1331 S, 5 May 25 2021 at 0
#0731 1255 S W 6096 on May 25
Omar De La Cruz 999
#1810 601 W Ha on May 25 2021
#7013 1205 W J 7366 on May 25
#8382 901 W Ad on May 25 2021 #
The auction will storage treasures, ly and paid at the plete the transacti and may rescind takes possession 5/10, 5/17/2021, #



Attachment 2

Village of Willowbrook Current Zoning Ordinance, Sections 9-12-4

9-12-4: BULK REGULATIONS:

- (A) When an accessory use building is structurally attached to the principal building, it is subject to and must conform to all regulations of this title applicable to the principal building. (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
- (B) No detached accessory building shall be located closer to a principal building than ten feet (10'). Further, a detached accessory building shall be located at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 97-O-05, 1-27-1997)
- (C) All detached accessory structures shall not exceed fifteen feet (15') in height except:
 - 1. The height of signs shall be regulated by chapter 11 of this title.
 - 2. The height of any flagpole shall not exceed thirty feet (30'). The length of the flag shall not exceed one-third (1/3) of the height of the flagpole to which it is attached.
 - 3. The height of detached canopies shall not exceed eighteen feet (18') with a minimum clearance above grade of fourteen feet (14').
 - 4. The height of antenna for use in shortwave radio, transmitting and receiving, citizen band radio, transmitting and receiving, broadcast band radio, receiving shall be regulated by section 9-3-15 of this title. (Ord. 19-O-18, 8-12-2019)
- (D) Except as otherwise provided by this title, all accessory structures and uses shall conform to the district regulations of the district in which they are located, with the following exceptions: (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
 - 1. Appurtenant Structures:
 - (a) The total area of all structures either attached or detached from the principal structure that are used as a private garage shall not exceed the following capacity:
 - (1) For single-family detached dwellings, eight hundred (800) square feet per dwelling unit, or thirty five percent (35%) of the foundation area of the habitable portion of the principal structure, whichever is greater.
 - (2) For single-family attached dwellings and multiple-family dwellings, five hundred (500) square feet per dwelling unit.
 - (3) The minimum foundation area for any garage shall be two hundred forty (240) square feet. (Ord. 01-O-13, 5-14-2001)
 - (b) Detached garages shall be located to the rear of the rear line of the principal structure and shall be a distance of five feet (5') from any interior side lot line and a distance of at least ten feet (10') from the rear lot line. Detached garages shall not be permitted in the exterior side yard in any district. All detached garages shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may not be roofed or enclosed. (Ord. 90-O-42, 11-26-1990; amd. Ord. 97-O-05, 1-27-1997)
 - (c) Greenhouses, sheds, or other buildings for storage purposes incidental to permitted uses shall have a floor area not exceeding one hundred twenty five (125) square feet in area, or one percent (1%) of the area of the lot on which said structure is located, whichever is greater. Greenhouses, sheds, or buildings for storage purposes shall be located to the rear of the rear line of the principal structure on any lot and located a distance of at least five feet (5') from any interior side lot line, and at least ten feet (10') from the rear lot line. Greenhouses and storage sheds shall be a distance of at least ten feet (10') from the



- principal structure, and the intervening space may be roofed, but not enclosed. (Ord. 87-O-46, 11-9-1987)
- (d) Swimming pool decks, swimming pool mechanical equipment, children's playhouses, private swimming pools, hot tubs, saunas, screened houses and bathhouses shall be located a distance of at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 88-O-9, 4-25-1988)
 - (e) Children's recreational equipment may be located anywhere except in a required front yard. (Ord. 97-O-05, 1-27-1997)
 - (f) Not more than three (3) flagpoles may be constructed and maintained on a zoning lot. Flagpoles may be located anywhere on the lot provided that they shall be a distance of at least ten feet (10') from the nearest lot line. (Ord. 90-O-42, 11-26-1990)
 - (g) Nonmechanical laundry drying equipment may be located in the rear yard provided that it shall be a distance of at least five feet (5') from the nearest lot line.
 - (h) Open terraces, porches, patios and decks may be located in the required interior side yard or rear yard provided that they shall not exceed four feet (4') in height above the adjoining grade, and shall be located a distance of at least ten feet (10') from any lot line.
 - (i) Arbors, trellises and chimneys may project into any required yard not more than twenty four inches (24") for a linear distance not greater than eight feet (8').
 - (j) Bay windows and wing walls may project not more than twenty four inches (24") into any required yard.
 - (k) Eaves, gutters and permanent downspouts may project not more than three feet (3') into a required front, rear or side yard. (Ord. 97-O-05, 1-27-1997)
 - (l) On corner lots, no obstructions of any kind, including vegetation higher than eighteen inches (18") above curb level or edge of pavement, if there is no curb, shall be located in any portion of a yard situated within fifteen feet (15') of the lot corner formed by the intersection of the two (2) street right-of- way lines. (Ord. 84-O-57, 10-22-1984)
 - (m) Compost bins no larger than one hundred (100) cubic feet and no taller than five feet (5'), designed to hold compostable materials in such a way as to not allow material to be windblown, shall be located in the rear yard on any lot at least ten feet (10') from any lot line. In no event shall a compost bin be located closer than twenty feet (20') to a principal structure on an adjacent property. (Ord. 90-O-42, 11-26-1990)



Attachment 3

Village of Willowbrook Proposed Zoning Ordinance (Clean Version) (2 pages)

9-12-4: BULK REGULATIONS:

- (A) When an accessory use building is structurally attached to the principal building, it is subject to and must conform to all regulations of this title applicable to the principal building. (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
- (B) No detached accessory building shall be located closer to a principal building than ten feet (10'). Further, a detached accessory building shall be located at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 97-O-05, 1-27-1997)
- (C) All detached accessory structures shall not exceed fifteen feet (15') in height except:
 - 5. The height of signs shall be regulated by chapter 11 of this title.
 - 6. The height of any flagpole shall not exceed thirty feet (30'). The length of the flag shall not exceed one-third (1/3) of the height of the flagpole to which it is attached.
 - 7. The height of detached canopies shall not exceed eighteen feet (18') with a minimum clearance above grade of fourteen feet (14').
 - 8. The height of antenna for use in shortwave radio, transmitting and receiving, citizen band radio, transmitting and receiving, broadcast band radio, receiving shall be regulated by section 9-3-15 of this title. (Ord. 19-O-18, 8-12-2019)
- (D) Except as otherwise provided by this title, all accessory structures and uses shall conform to the district regulations of the district in which they are located, with the following exceptions: (Ord. 77-O-14, 3-31-1977; amd. Ord. 97-O-05, 1-27-1997)
 - 1. Appurtenant Structures:
 - (a) The total area of all structures either attached or detached from the principal structure that are used as a private garage shall not exceed the following capacity:
 - (1) For single-family detached dwellings, eight hundred (800) square feet per dwelling unit, or thirty five percent (35%) of the foundation area of the habitable portion of the principal structure, whichever is greater.
 - (2) For single-family attached dwellings and multiple-family dwellings, five hundred (500) square feet per dwelling unit.
 - (3) The minimum foundation area for any garage shall be two hundred forty (240) square feet. (Ord. 01-O-13, 5-14-2001)
 - (b) Detached garages shall be located to the rear of the rear line of the principal structure and shall be a distance of five feet (5') from any interior side lot line and a distance of at least ten feet (10') from the rear lot line. Detached garages shall not be permitted in the exterior side yard in any district. All detached garages shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may not be roofed or enclosed. (Ord. 90-O-42, 11-26-1990; amd. Ord. 97-O-05, 1-27-1997)
 - (c) Greenhouses, sheds, or other buildings for storage purposes incidental to permitted uses shall have a floor area not exceeding one hundred twenty five (125) square feet in area, or one percent (1%) of the area of the lot on which said structure is located, whichever is greater. Greenhouses, sheds, or buildings for storage purposes shall be located to the rear of the rear line of the principal structure on any lot and located a distance of at least five feet (5') from any interior side lot line, and at least ten feet (10') from the rear lot line. Greenhouses and storage sheds shall be a distance of at least ten feet (10') from the principal structure, and the intervening space may be roofed, but not enclosed. (Ord. 87-O-46, 11-9-1987)



- (d) Swimming pool decks, swimming pool mechanical equipment, children's playhouses, private swimming pools, hot tubs, saunas, screened houses and bathhouses shall be located a distance of at least five feet (5') from any interior side lot line and at least ten feet (10') from the rear lot line. (Ord. 88-O-9, 4-25-1988)
- (e) Children's recreational equipment may be located as permitted uses in interior side yards, rear yards, or open courtyards in all zoning districts. Notwithstanding any provision of the Zoning Title of the Village to the contrary, for properties located on corner lots and improved with a principal governmental or educational use, the property owner may apply for a variation to locate children's recreational equipment in its front or exterior side yard in conformance with procedures, terms and conditions set forth in Section 4 entitled "Variations" of Chapter 14 entitled "Administration, Enforcement and Variations" of Title 9 entitled "Zoning Regulations" of the Willowbrook Municipal Code.
- (f) Not more than three (3) flagpoles may be constructed and maintained on a zoning lot. Flagpoles may be located anywhere on the lot provided that they shall be a distance of at least ten feet (10') from the nearest lot line. (Ord. 90-O-42, 11-26-1990)
- (g) Nonmechanical laundry drying equipment may be located in the rear yard provided that it shall be a distance of at least five feet (5') from the nearest lot line.
- (h) Open terraces, porches, patios and decks may be located in the required interior side yard or rear yard provided that they shall not exceed four feet (4') in height above the adjoining grade, and shall be located a distance of at least ten feet (10') from any lot line.
- (i) Arbors, trellises and chimneys may project into any required yard not more than twenty four inches (24") for a linear distance not greater than eight feet (8').
- (j) Bay windows and wing walls may project not more than twenty four inches (24") into any required yard.
- (k) Eaves, gutters and permanent downspouts may project not more than three feet (3') into a required front, rear or side yard. (Ord. 97-O-05, 1-27-1997)
- (l) On corner lots, no obstructions of any kind, including vegetation higher than eighteen inches (18") above curb level or edge of pavement, if there is no curb, shall be located in any portion of a yard situated within fifteen feet (15') of the lot corner formed by the intersection of the two (2) street right-of-way lines. (Ord. 84-O-57, 10-22-1984)
- (m) Compost bins no larger than one hundred (100) cubic feet and no taller than five feet (5'), designed to hold compostable materials in such a way as to not allow material to be windblown, shall be located in the rear yard on any lot at least ten feet (10') from any lot line. In no event shall a compost bin be located closer than twenty feet (20') to a principal structure on an adjacent property. (Ord. 90-O-42, 11-26-1990)