

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, MARCH 14, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 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: 880 6600 9027

Written Public Comments Can Be Submitted By 6:15 P.M. on March 14, 2022, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. MOTION - MOTION TO ALLOW MAYOR TRILLA TO ATTEND THE MEETING REMOTELY. (PASS)
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OFFICIAL APPOINTMENTS TO RANK OF PATROL OFFICER
 - a. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRENDAN JOHNSON
 - b. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRYAN WELLER
 - c. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - HRISTO BOJILOV
 - d. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRIAN DILLON
 - e. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - PIOTR OPACIAN
 - f. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - DAVID WALEGA
 - g. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - NICHOLAS CLEDON
 - h. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - INEZ BENSON
7. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)

- b. Minutes - Regular Board Meeting - February 28, 2022
(APPROVE)
- c. Minutes - Joint Meeting Board of Trustees and Plan Commission - January 17, 2022 (APPROVE)
- d. Warrants - \$398,492.95
- e. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF FOUR (4) SURPLUS MOTOR VEHICLES (PASS)
- f. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING AMENDMENTS TO THE VILLAGE OF WILLOWBROOK PROCUREMENT POLICIES AND PROCEDURES (PASS)
- g. MOTION - A MOTION TO APPROVE THE CALENDAR YEAR 2021 PAYMENT TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA) AND DISTRIBUTION OF THE CREDIT AMOUNT TO ELIGIBLE EMPLOYEES, IN ACCORDANCE WITH THE VILLAGE EMPLOYEE SAFETY INCENTIVE PROGRAM POLICY (PASS)
- h. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TAX INCREMENT FINANCING DISTRICT ("TIF") CONSULTANT SERVICES AGREEMENT BY AND BETWEEN KANE, MCKENNA AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO COMPLETE A REDEVELOPMENT PLAN AND PROJECT FOR THE IMPLEMENTATION OF A TIF DISTRICT (ADOPT)
- i. ORDINANCE NO. _____ - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

NEW BUSINESS

8. ORDINANCE NO. - AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO SECTION 1-7-6 AND SECTION 1-7-7 (PASS)
9. ORDINANCE NO. - AN ORDINANCE AMENDING TITLE 6 ENTITLED "HEALTH AND SANITATION" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
10. RESOLUTION NO. - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF DARIEN FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES (ADOPT)
11. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE ROGER'S FARM SUBDIVISION RESURFACING PROJECT (ADOPT)
12. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE 67TH STREET RBI REHABILITATION PROJECT (ADOPT)
13. ORDINANCE NO. - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH EXCLUSIVE WINDOWS, INC. FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT WINDOWS AT THE VILLAGE HALL AND VILLAGE POLICE DEPARTMENT FACILITIES AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$149,000.00 (PASS)

PRIOR BUSINESS

14. TRUSTEE REPORTS
15. ATTORNEY'S REPORT
16. CLERK'S REPORT
17. ADMINISTRATOR'S REPORT
18. MAYOR'S REPORT
19. EXECUTIVE SESSION
Collective negotiating matters between the public body
and its employees or their representatives, or
deliberations concerning salary schedules for one or more
classes of employees authorized by 5 ILCS 120/2 (c)(2)
20. ADJOURNMENT

MINUTES OF THE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 28, 2022, 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 6:36 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Debbie Hahn, Trustees Mark Astrella, Umberto Davi, Gayle Neal and Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Chief Robert Schaller, Deputy Chief Lauren Kaspar Deputy Clerk Christine Mardegan and Municipal Services Foreman AJ Passero.

Present Via conference call Mayor Frank A. Trilla and Trustee Michael Mistele.

Absent: Trustee Sue Berglund.

A QUORUM WAS DECLARED

3. MOTION - Motion to Allow Mayor Trilla to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Mayor Trilla to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to allow Mayor Trilla to attend the meeting remotely.

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

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

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

5. VISITORS' BUSINESS

None presented and no written comments were received.

6. OFFICAL APPOINTMENTS TO RANK OF SERGEANT - JOSEPH LAVALLE

Mayor Trilla asked Clerk Hahn to swear in Officer Joseph LaValle as the new Sergeant.

Mayor Trilla congratulated Sergeant LaValle for all his service.

7. OMNIBUS VOTE AGENDA

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

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 14, 2022 (APPROVE)
- c. Warrants - \$260,696.56
- d. ORDINANCE NO. 22-O-04 - AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO SECTION 1-7-6 AND SECTION 1-7-7 (PASS)

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

Attorney Durkin asked if we could remove item #7d from the Omnibus Agenda.

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to approve the Omnibus Vote Agenda with the exception on item #7d.

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

MOTION DECLARED CARRIED

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to approve 7a, 7b and 7c on the Omnibus Vote Agenda.

ROLL CALL VOTE: AYES: Trustees Astrella, Davi, Mistele, Neal, and Ruffolo. NAYS: ABSENT: Berglund.

MOTION DECLARED CARRIED

Mayor Trilla apologized and stated that he needs some time to go over 7d.

Trustee Davi suggested item 7d needs to be tabled.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele totable item 7d until the next meeting.

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

MOTION DECLARED CARRIED

NEW BUSINESS

RECEIVE - 2021 OFFICER RECOGNITION PRESENTAION TO RECOGNIZE THE 2021 OFFICER OF THE YEAR AND OTHER DEPARTMENTAL AWARDS AND ANNIVERSARIES FOR THE WILLOWBROOK POLICE DEPARTMNET.

Mayor Trilla asked Chief Schaller to say a few words. Chief Schaller stated back in 2019 the Public Safety Committee approved establishing an annual awards program in which recipients would be recognized annually at a Village Board meeting for the Officer of the Year along with any letters of recognition, employment, meritorious service, or other awards given to officers during the prior year to be formally recognized.

Chief Schaller then asked Deputy Chief Kaspar to present. Deputy Kaspar said there are a few items that need recognition. Upcoming anniversaries for 2022 were Officer Alex Erdmann (5 years)and I will be celebrating 15 years in June.

In 2021 the following received Letters of Recognition:

Sergeant Darren Biggs - 2
Officer Hristo Bojilov - 5
Officer Jose Chavez-Jimenez - 1
Retired Sergeant Handzik - 2
Detective Blake Huntley - 2
Officer Brendan Johnson - 3
Retired Sergeant Timothy Kobler - 2

Sergeant Joseph Lavalley - 4
Officer Jose Lopez - 1
Officer James Martino - 3
Officer Piotr Opacian - 2
Officer Daniel Polfliet - 5
Officer Aaron Porter - 3
Detective Christine Robles - 4
Officer Joaquin Silva - 3
Sergeant Michelle Strugula - 3
Officer Dylan Trainor - 2
Officer Matthew Vanderjack - 2
Officer Nick Volek - 2
Officer David Walega - 2
Officer Bryan Weller - 4

Deputy Chief Kaspar continued with the 2021 Meritorious Service Awards for 2021 awards went to the following: Officer Jose Lopez, Officer Brendan Johnson, Sergeant Darren Biggs, Retired Sergeant Timothy Kobler and Retired Sergeant Handzik.

The Officer of the Year was awarded to Officer Aaron Porter who had 37 arrests, 24 DUIs and 3 letters of recognition. This is Aaron Porter's second time winning this award.

Aaron Porter was applauded and congratulated by the Mayor and Trustees.

9. ORDINANCE NO.22-O-05- AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH PARVIN-CLAUSS SIGN COMPANY FOR THE FABRICATION AND INSTALLATION OF VILLAGE SIGNS AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$226,520.00 (PASS)

Assistant Administrator Halloran shared at the February 14, 2022 Board of Trustees meeting, staff presented options for one Village Hall sign and sixteen (16) park signs. The initial estimate was projected to be \$160,000, which was based on 10 park signs. After a further examination of all park signs within the Village, the estimated amount has increased from \$160,000 to \$226,000 based on the six additional park signs throughout the Village. The increase is due to 3 park signs at Creekside Park, 2 signs at Prairie Trail Park, 2 signs at Ridgemoor Park, 2 signs at Tony & Florence Borse Memorial Community Park, and 2 signs at Willow Pond.

While this cost was not in the approved 2021-2022 budget, there was an estimated amount that was listed in the 2021-2022

projection. If the Board approves of these signs, the estimated surplus for the 21-22 budget will go from \$3,588,394 to \$3,442,394.

After having a positive relationship with Parvin Clauss, staff has begun working with the contractor to build new signage within the Village. A key benefit of choosing Parvin Clauss to design these signs is experience and consistency with the gateway signs.

Moving forward, staff is seeking approval from the Board of Trustees to build and install seventeen (17) signs throughout the Village. There are two types of signs that staff is seeking approval for:

- 1 Entry Sign at Village Hall on Midway
- 16 Park Signs at all Village Parks

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to pass Ordinance 22-O-05 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal stated she received a thank you email from a resident regarding the speed tables that are on Eleanor.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund was not present.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Pabst report that there was a pre-bid meeting for the Community Resource Center that was well received. There were fifty people present representing twenty companies. This will result in better bids.

14. MAYOR'S REPORT

Mayor Trilla thanked Brian and Sean for all their hard work. They are getting things done and completing several outstanding long-term projects.

15. CLOSED SESSION

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

16. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi adjourn the Regular Meeting at the hour of 7:01 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE JOINT MEETING OF THE MAYOR AND BOARD OF TRUSTEES AND PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 17, 2022, 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 6:37 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Those physically present at roll call were Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, and Greg Ruffolo, Village Administrator Brian Pabst and Assistant Village Administrator Sean Halloran.

Members of the Plan Commission physically present: Chairman Daniel Kopp, Vice-Chairman John Wagner and Commissioners Zoltan Baksay, Cathy Kaczmarek, Leonard Kaucky, Ron Kanaverskis and Mike Walec.

Also present from Houseal Lavigne were Reuben Shell, Planner and Jackie Wells, Project Manager.

Present via conference call, due to the COVID-19 pandemic, was Mayor Frank A. Trilla.

Absent: None.

A QUORUM WAS DECLARED

3. MOTION - Motion to Allow Mayor Trilla to attend the meeting remotely.

Trustee Neal asked the Board to allow Mayor Trilla to attend the meeting remotely.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to allow Mayor Trilla to attend the meeting remotely.

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

MOTION DECLARED CARRIED

4. VISITOR'S BUSINESS

None presented and no written comments were received.

5. DISCUSSION - Zoning Code Update

Assistance Administrator Halloran introduced the topic and provided a recap of the progress to date and reminded everyone that this is just the beginning of the process and is asking for feedback and direction from the Trustees and Commissioners. He then turned the floor over to Mr. Shell and Ms. Wells from Houseal Lavigne.

Ms. Wells indicated that tonight would cover the existing community review, preliminary recommendations, existing zoning code conditions, as well as the preliminary recommendations of Houseal Lavigne. In reviewing the evening's agenda, she provided an introduction to herself and Mr. Shell and the rest of the project team at Houseal Lavigne.

Ms. Wells indicated that the project is in step three of the six step process, right there in the middle of our process. The bulk of the work will happen in the next step. After receiving the feedback this evening, the project will move into step four, actual writing of zoning code which will be delivered to the Trustees and Commissioners to again provide feedback to continue refining the code. After that step five, where everything is put together a draft of the final code. After again reviewing, discussing, and refining, step six is the drafting of the final code. So again, many more opportunities for feedback and review.

The proposed structure of the zoning ordinance includes, 11 chapters, beginning with the most general information on the zoning ordinance, and chapter one establishing the zoning districts and district standards. The presentation will go through the code chapter by chapter with Houseal Lavigne's recommendations for how to update each.

Chapter one, the general provision, has the responsibility defining of the zoning ordinance. No major changes are recommended here as currently both Title 9 and Title 10 include this language. It is recommended though that that information be combined as both Titles will be combined in the new unified development ordinance.

Chapter two establishes of the various zoning districts, the UDL/UDO relationship with the zoning maps, and the district purpose and intent statements. Houseal Lavigne recommends that the purpose and intent statements be updated to be a little more descriptive as to the type of development expected or desired; to include the density of range or development intensity depending on whether it is residential or non-

residential development, what the predominant land use is, and any distinguishing features.

The proposal is to realign the districts first and foremost to minimize non-conformities and encouraging investment in existing properties drivers. That's the primary driver to making the proposed changes to the residential districts.

In the primarily non-residential districts, add more focus on form and external impact rather than on use. Currently the existing districts are focusing on specific use types only and ignoring the development pattern seen in that area. The district will be streamlined to ensure that it provides the appearance of development rather than just the specific uses desired.

As you can see on the proposed [zoning] map, a lot of the streamlining is happening especially in the non-residential district along the highway and in the blue and purple office and industrial areas. In all 274 parcels were rezoned.

In district R-1, single family residence district the changes are proposed because of the nonconformities analysis performed by Houseal Lavigne.

In the R-2 zone, some of the parcels that are currently zoned R-1 are proposed to be rezoned to R-2. There are 15 parcels in the very northern portion of the community that are proposed to go from R-1 to R-3 zoning.

Zone B is the community shopping district. The proposal is that the Village consolidate nonresidential into a new B community shopping district. One of the benefits of rezoning to the B district is to streamline standards. All Zone B properties would need to meet the same standards and have very consistent developments in terms of appearance and as well as, landscaping, parking, and signage, etc. This would provide a more consistent appearance along those two corridors; encouraging desirable reinvestments.

If there are certain types of uses desired, certain types of developments, it is better with one district rather than dispersing those efforts amongst several zoning districts and allows for better regulation for specific uses.

Also proposed is the establishment of an institutional district, based on federal legislation called the Religious Land Use and Institutionalized Persons Act (RLUIPA), disallowing discrimination against non-commercial faces of assembly or faces of portrait. With the proposed change, the Village makes it clear that these types of uses are welcome in residential districts and in the new institutional district but allows the Village to disallow those uses in the B business district and in other areas where it interferes with sales tax generating uses.

The proposal in the LOR district, Limited office Research, is that the LOR (Limited Office Research) or OP (Office Research) zones be rezoned to better define the office research district.

In the M-1, Light Manufacturing district, as in the LOR district, the proposal is that the office research zones contained within be rezoned to M-1, so that the full area would be M-1 Light Manufacturing.

Ms. Wells paused to call for questions.

The point was raised if the motivation behind the rezoning was because the current map was so scattered and disjointed.

Ms. Wells responded yes. The focus of the rezoning project is to figure out what appearance is wanted for future developments and then regulate within the same district to streamline things. This eliminates requests to property zoning if a change is desired from a retail use in a current office building or other changes within a district.

Vice Chairman Wagner asked to address residential zones R-1 through R-3 and wondered why the R-2 and R-3 zoning of properties within the same subdivisions, such as Waterford, were being rezoned.

Ms. Wells indicated that they were not being changed. In comparing the current and proposed maps, she indicated that no proposals were being made for any rezoning that wasn't considered critical. Ideally, all of the homes would be zoned R-2, but as they are currently zoned R-3, they are not nonconforming. The proposal is that they stay as they are so that there is not an excessive rezoning process.

Vice Chairman Wagner didn't understand why they would be different within the same subdivision and recommended that the zoning along Madison within the Waterford subdivision be consistent. Vice Chairman Wagner and Trustee

Neal indicated several areas where inconsistencies existed with one or two properties being zoned differently from their neighbors within the same subdivision, e.g. Waterford, Roger's Farm.

Vice Chairman Wagner also questioned why the parks were being zoned as residential rather than institutions. He felt that counting these lots within residential would throw off the lot counts as large number of lots in R-1 are park districts.

Ms. Wells agreed that it was a great point and that Assistant Administrator Halloran had mentioned previously that there were properties that should be institutional that weren't caught in the analysis. They will readjust the map for parks to institutional zoning and rerun the lot analysis for the R-1 district as necessary.

Vice Chairman Wagner wanted to discuss the properties west of Clarendon Hills Road on both the north and south sides of 63rd street. He wondered if, for consistency, do we want to place a single zoning district in that area, such as R-2, as many of the other lots in the area have been re-subdivided as R-2, to give the residents an opportunity if they decide to move out or acquire another lot next door, and to redevelop the area with a consistent standard rather than looking at them individually as they come in for rezoning.

Wells: I think that's a great idea, and I would love to hear what some of the other folks think about that. Typically, that is something that we would suggest in this process, but since the village doesn't have a recent comprehensive plan that would provide the policy direction, to make some of those recommendations, we would definitely want to look to you all, see if that's something that we wanted to do as a part of the zoning process. So those neighborhoods west of Clarendon, would we like to see redevelopment of those areas more consistent with the R-2 or R-3 zone districts?

Trustee Neal asked for clarification on an earlier area (west of Madison from Plainfield Road to the Village's north border) and whether the proposal was to get rid of the lots zoned R-3 along Madison and on the two blocks, to the east of the area, and make them all R-2.

Vice Chairman Wagner agreed and felt it would be consistent with the original subdivision.

Trustee Neal then returned the attention back to the area west of Clarendon Hills Road. Vice Chairman Wagner restated his reasoning for the changes. The area (north of 63rd) is consistent in lot sizes generally and suggested having that area redeveloped generally as R-2. The area south of 63rd is more diverse in its property sizes and leads to more zoning variations for subdividing the larger lots or combining multiple lots. He felt more consistency should be identified and the area rezoned a single district, perhaps R-2.

Ms. Wells asked for additional thoughts on the topic and Assistant Administrator Halloran asked for feedback from the room. The consensus was agreement with Vice Chairman Wagner and feeling that the project was overdue, and consistency was needed.

Trustee Davi asked Ms. Wells whether, at the beginning of the presentation, in the introduction to the residential presentation, that the intent was not to change the residential zoning designations?

Ms. Wells clarified that the basis of the recommendations to changes to the residential district was based on the nonconformities analysis that was conducted. The minimum standards for the residential areas and lot width that is in the zoning code currently was compared to the development currently on the ground. This identified lots that were subdivided and developed and identified as much smaller than what the zoning district would have otherwise allowed. These properties are considered nonconforming, which can cause issues with getting a mortgage or being able to reinvest. The goal was to minimize those nonconforming properties as much as possible.

Again, the goal was also to not overstep nor recommend too much rezoning without the direction from the Village, or from a comprehensive plan that clearly identified the goals for the residential zones. The recommendations presented are a bare minimum to reduce nonconforming properties wherever possible.

Trustee Davi asked for clarification of the difference between the R-2 and R-3 zoning. Ms. Wells clarified that it was lot size as well as the type of housing allowed in the area. R-1 is the largest lot size with the lots getting smaller as the zoning number gets larger.

Assistant Administrator Halloran reiterated the goal is to make sure that the new code reflects what's actually on the ground.

Commissioner Kopp also felt that the area west of Clarendon Hills Road and south of 63rd should be rezoned to R-2 to provide opportunities for the residents to subdivide their properties without having to request a variance from the Village.

Trustee Neal questioned the designation of Sunrise Assisted Living at 63rd and Clarendon Hills Road as R-5 multi-family, yet the Chateau Center on Madison was not. She thought Vice Chairman Wagner had mentioned a PUD exception for the Chateau Center and wondered if this might be a problem with two different designations for similar uses.

Vice Chairman Wagner indicated that on the proposed updated zoning map, he believed the Chateau Center was also designated R-5.

Ms. Wells indicated that there was no proposal to change the R-5 multifamily designation and to carry that designation forward for Sunrise and Chateau.

Additional questions were raised on whether various condominiums, townhomes or apartments in the Village would be designated R-5.

Ms. Wells clarified that typically, a multi-family district will allow for the highest density housing in the Village but include other housing types as well. The zoning code itself can't differentiate between whether a multi-family unit is rented or whether it's owned. Condominiums are treated the same way as rented apartments in the zoning code.

Since both condos and townhomes are currently zoned R5, no changes were proposed. Since the Village only has the one multi-family district, it makes sense to keep them both in the R5 district. It's hard to accommodate different style of housing within one district.

Mayor Trilla asked if a hotel would be considered for R-5 zoning or whether there was a distinction between commercial and residential use.

Ms. Wells stated that a hotel would be a B community shopping district. The R5 would be for residential, multifamily, or lower density housing types.

The Mayor also asked why within one block, for example on the south side of 63rd Street, west of Clarendon Hills Road, why there would be one lot designated as an R-2 zoning code while all the other lots on the block were designated R-1.

Ms. Wells explained that they are not proposing any changes in the zoning in the residential areas in these map proposals because there was no direction from the Village to do so. However, this will be revisited based on the feedback at this meeting. There appears to be a consensus to have

more consistent zoning in this area and that the R2 district may be the most appropriate designation.

A question was asked regarding the coloring of the zoning map to better distinguish the various zones, particularly in the residential district colors.

Ms. Wells clarified that typical zoning colors are yellow for residential, red for commercial, blue for office, and purple for industrial. Particularly for yellow it is hard to distinguish as there are only so many shades of yellow. On this map more oranges and browns have been used.

Commissioner Baksay brought up the topic of the parcels adjacent to I55 in regard to consolidating all current business zones, B1, B2, B3 and B4 to zone B. He suggested consolidating other business into the B zone but keeping the B4 zone in order to restrict potentially undesirable end uses, particularly adult-use.

Ms. Wells indicated two approaches might be appropriate: 1) a separate district to segregate those businesses the village doesn't really want to have proliferate throughout the community, or 2) restrict undesired use to areas that the village would think appropriate if it were to be permitted. She also pointed out that adult-uses are protected by the First Amendment, to which Administrator Pabst indicated that they have to be allowed somewhere in the Village.

Ms. Wells continued that the approach most communities use is to allow adult-use in industrial areas so they're tucked away. There's typically less value in utilizing those properties for retail use.

The idea of consolidating the current area along I55 into a B district, Ms. Wells continued, is that in the area of the Compass Arena, this could be a catalyst for redevelopment in the area, further transitioning from the manufacturing to professionally mixed use that would really be more of a destination for visitors to the arena for sports, to be able to go to a restaurant, or do some shopping while they're in the area as well.

Expanding on Vice Chairman Wagner's comments, another commissioner suggested perhaps consolidating the B zone areas 1-3 but maintain the B4 zone and restrict the use within in the zoning code from adult-use or creating a new district like "interstate commercials".

Another Commissioner suggested also adding restrictions on signage visible from I55.

Mayor Trilla suggested an alternate approach to restrict adult-use properties to a more "secluded" area that would not be visible at Willowbrook's front door. He suggested the cul-de-sac on Plaza Drive off

of Executive Drive. He indicated he is working on a plan to revitalize the I55 corridor and would not want to see a strip club there.

Administrator Pabst indicated that the attorneys would need to be consulted as to what type of restrictions could be put in place. He, and several other Trustees, Commissioners and the Mayor related multiple experiences in the past and in other communities where the rights of adult-use business owners were protected.

Ms. Wells explained under the current zoning, adult-use is restricted to the industrial area, but that it could be further restricted by not allowing an adult-use facility within a certain distance of another, which would limit the number that could be added in the Village. Additionally, use can be restricted from the area around churches, schools, daycare, etc. She indicated that she would consult with the Village Attorney to see what suggestions would comply with any laws protecting adult-use.

In response to a new question regarding the daycare at 63rd and Route 83, and whether it would also be part of the new I, institutional, district, Ms. Wells indicated that daycare are typically commercial businesses. Only institutional uses, such as public schools, private schools, places of worship, village-owned property, would be placed within the I district. The idea behind the I district is to keep those types of uses out of the business districts where you want sales tax revenue generating uses.

Another question was raised about including the parks in the I district, and again Ms. Wells indicated that, if they were currently zoned residential, they were not changed to limit the number of changes being made. She said that they would review what was to be included in the I district with Assistant Administrator Halloran.

Commissioner Baksay had one additional comment on the topic of restricting adult-use developments, to perhaps restrict adult-use properties within a certain distance of institutional districts.

Ms. Wells continued the presentation with district-specific standards and the consolidation of all affirmative and special uses into a single table in the zoning code. This allows for a more user-friendly approach to be able compare and contrast the restrictions in various zoning districts.

The recommendation is also to have general use categories rather than listing every type of specific retail use, and differentiate standards based on scale or size. Those uses that require additional regulation would be listed separately rather than in the general use categories. This allows the Village to focus on sales tax-generating uses, to make it as easy as possible to get those new businesses into the Village.

An additional recommendation is to establish commercial and non-commercial places of assembly to better distinguish where those uses are allowed in the non-residential districts versus the residential and institutional district. Again, this helps preserve space in the business, light office, research, and manufacturing districts for sales tax-generating uses.

Modern uses would be a separate area to include microbreweries, wineries, and distillery, restaurants and brew pubs, indoor agriculture, or short-term rentals.

Trustee Neal began a discussion into short-term rentals indicating that a great deal of discussion has taken place on this topic within the Village and with surrounding communities, and the conclusion was that it was not a great idea to get into. Mayor Trilla agreed that almost all of the Trustees and Commissioners were against allowing short-term rentals.

Assistant Administrator Halloran asked for direction on defining the length of stay, minimums, and maximums, to be defined as a short-term rental. A discussion followed offering various suggestions, with the most popular being a one-year minimum stay to limit continual turnover such as found with Airbnb or Vrbo. Some participants proposed scenarios where a shorter maximum rental term might be appropriate, e.g., during home renovation or a resident spending part of the year in another state.

Ms. Wells suggested a better way to think about short-term rental versus traditional rental would be transiency. When looking at the difference between hotels and apartment buildings, it's the duration of stay.

Although the zoning code cannot restrict the number of people that occupy a building, this is generally addressed in the building code. Restricting it in the zoning code can lead to issues with fair housing laws.

The question was asked how you would enforce any rule changes being made.

Ms. Wells explained that enforcement was typically done through permits. An owner would apply for the permit, paying all applicable taxes. Enforcement would then be the same as enforcing any permit issued by the Village. She indicated that the zoning code cannot distinguish between renter or owner occupancy nor restrict short-term rentals. Additional issues were raised to the short-term rental proposal including rental property blight, enforcement of permitting, incentive for property owners to apply for short-term rental permits.

Overall, the consensus was not to allow short-term rentals in the code.

The next topic raised was whether cannabis cultivation sites or tobacco or cannabis lounges would come under modern uses or whether those uses had been addressed.

Ms. Wells suggested that would be a great question for the group. In the proposal, the recommendation for indoor agriculture would not be for growth facilities for adult-use cannabis; adult-use cannabis is regulated separately.

The group indicated that the top had been discussed in the past with a consensus that, no, lounges or uses cannabis beyond a dispensary would not be allowed. With regard to drive-through cannabis dispensaries, currently not allowed in Illinois, that would come under an accessory use to an existing dispensary and would need to be decided if and when it became an allowable use.

The question of dispensary density was also raised. It would not be an issue because, in addition to location restrictions under Illinois law, the granting of licenses by the Village would be restricted for number and locations similar to gaming and liquor licensing.

Ms. Wells went on to the next section of the proposal to consolidate all the bulk regulations for the various districts. There are currently lot area and width minimum requirements in the B-LOR and R-1 districts. The proposal is to eliminate those and that development intensity in those areas be regulated through alternate requirements for parking, landscaping, and building height, etc.

The proposal also eliminates the maximum floor area ratio (FAR) and minimum habitable ground floor area requirements for residential districts, again regulating the size of homes through other means, for example through the setback height restrictions and establish maximum building coverage requirements for residential districts. Similar to the FAR requirements, this would establish a maximum amount of the lot that could be covered by the building, ensuring more consistency in the size of yards, versus with FAR.

It is also recommended to modernize the way that the bulk regulations are calculated, for instance in measuring building height. The current method can be kind of tricky depending on the grade of the parcel in question. An alternate method is to measure height based on the crown of the adjacent roadway.

The objection was raised that there are too many variations in height in the land around sloping lots and so forth. The speaker suggested maintaining the current method or possibly using the four-corner method. He felt relating the height to a street is a can of worms that would create variations like you've never seen before.

Ms. Wells agreed that that should be avoided. The suggestion was based off feedback received. An alternate method can be found that addresses the lot variability but still provides height consistency.

Ms. Wells outlined the non-conformities analysis that had been done. The analysis looked at minimum lot area and width standards for residential districts. In comparing developments, these are currently within those minimum standards for lot area and lot width are within the zoning codes. This process identified parcels that don't conform with the current standard, less than the minimum requirements and are therefore non-conforming to the current code.

The lot sizes were adjusted to see what fits that area the best, while ensuring that by lowering the lot area or lot lift minimums, new opportunities are not created for subdivision that would be out of character with the existing neighborhood. New opportunities for subdivision were also assessed to see if there would be something that could pop up that a resident could divide their lot and develop two homes where there's currently one or where there is currently a vacant piece of land.

In the R-1 district, the current lot area minimum is 30,000 square feet with a current lot width minimum of 100 feet. Sixty-three percent of the parcels don't conform with the lot area minimum, and 42% don't conform with the lot width minimum which is a pretty high number of non-conformities. During testing with new standards, to lower the number of non-conforming properties, the minimums become very low. Rather than change the minimums within the R-1 district to very low numbers, the decision was made to take a closer look at the zoning map.

In some neighborhoods the lot area was so much smaller than other R-1 areas which makes the non-conformity rate much, much higher. The proposal is to make rezone those neighborhoods to the R-2 district. When those areas are taken out of the equation, the rate of non-conformity goes down considerably.

The recommendation for the R-1 district is a new lot area minimum of 20,000 square feet and the lot width be 90 feet. This would create 14 new opportunities for subdivision to bring down the level of non-conformity to below 10%, which is desirable for residential districts.

The point was raised that nonconformity is a very important part of the ordinance that needs to be addressed. However, he would like the lot count in specific areas recalculated. He felt the R-1 statistics were off as they included park land. He also felt that lot frontage was more important than lot area.

Ms. Wells agreed that the assessment for the R-2 district could be rerun, including those neighborhoods west of Clarendon Road. Another approach to explore would be, instead of changing the R-2 district to accommodate what

could happen west of Clarendon Hills Road, rather than accommodating what's currently developed in the R-2 district, an option to add an R-2A district could be explored. That would better address what is needed in the area west of Clarendon Road. Both options can be explored while redoing the analysis for the R2 district.

Currently in both the R-2 and R-3 districts there is a lot area minimum of 13,000 square feet, and a lot width minimum of 75 feet. Typically, the standards are different as you get into your different residential districts. Based on the conformity analysis, there's a pretty high level of nonconformity, especially with the lot area minimum requirement.

Ms. Wells covered the next section covering specific the supplemental standards for specific uses. Currently there are many use standards. The recommendation is to consolidate and enhance or modernize those standards.

Drive-throughs: When adjacent to residential areas, there is a need for screening and other types of buffering standards.

Fuel sales, outdoor dining, outdoor displaying sales, merchandise, etc.: Again, adjacent to a residential area or a school, can create a nuisance. Any and all impact that might occur will be addressed.

The details of the recommendations on how these are to be addressed are outlined in the memo sent by Houseal Lavigne.

The next section covers the general development standards which apply to all development regardless of the district in which they are located.

Off-street parking and loading: The largest section. The recommendation

The recommendation is to only include standards for numbered dimension and allowable locations of off-street parking and loading areas. Additionally, will allow for administrative relief from the requirements for additional parking with new uses in existing buildings.

Parking dimensional standards: The standards will ensure that the Village isn't requiring parking spots that are too big or too small compared to peer communities. Ms. Wells presented a table graphic indicating the best practices, showing a typical 9 foot by 18-foot space. The recommendations also include eliminating the variable-based parking requirements. Typically, this is an enforcement measure that most municipalities don't undertake, so it can make the minimum requirement not really relevant over time. The goal is to not punish businesses for growing and thriving and adding more employees. The goal is to modernize the amount of parking required per use.

To make the Village a little more pedestrian and bicycle friendly, there is a recommendation for pedestrian walkways and bicycle parking to be required. An option is added to allow for a reduction in parking if shared parking is a possibility, e.g., day and night uses of the same parking spaces.

The elimination of the loading space requirement based on floor area is also suggested to be eliminated, but rather leave the needs to the discretion of the developer. Previously, the number of spaces required was based on the size of the building. It is now very difficult to anticipate the loading space demands. Rather than specifying a certain number of loading spaces, it is recommended to restrict the location of loading spaces and areas to avoid being visible or a nuisance to the public right-of-way or from adjacent residential areas.

Commissioner Kopp returned to the issue of pedestrian walkways. He mentioned implementing them in the past and they had been removed due to underutilization and to return the space for needed parking. He felt pedestrian and bike friendly was an admirable goal, but unrealistic at this point.

Vice Chairman Wagner felt that requirements for additional electric vehicle charging stations would be a more practical need. Ms. Wells agreed and noted that a lot of communities are moving in the direction of not necessarily requiring the installation of the charging station, but at the minimum, requiring the installation of the infrastructure needed to accommodate a charging station if one were to be installed in the future. Mayor Trilla agreed that additional charging stations would be a good idea, perhaps requiring it for new commercial construction but not for existing property owners.

The discussion returned to the topic of requiring pedestrian walkways. There was some confusion between sidewalks in residential and business areas and pedestrian walkways in parking lots of commercial properties. Trustee Davi felt that, for safety considerations, sidewalks should be encouraged on every street, but not necessarily be made a requirement. Ms. Wells indicated that sidewalks were required of new developments, even in the current code.

Trustee Neal agreed that pedestrian walkways, especially at Town Center, serve a purpose. She pointed out that CMAP (Chicago Metropolitan Agency for Planning) also rates towns on their walkability and that increases things like your real estate values.

The point was also raised to consider maintenance of sidewalks, particularly in snow shoveling in winter.

Ms. Wells summarized the discussion indicating there appeared to be mixed feelings on whether walkways would be required within development. She suggested discussing the issue again at the next meeting, looking over the proposed standards, then further refining those. In regard to bicycle parking, she felt the consensus was perhaps encouraging it but not having any types of minimum requirements.

Ms. Wells presented the recommendations for driveways. The proposal is to consolidate driveway-related standards that are currently located throughout the code. She noted that if HOA restrictions are greater than the Village's, the HOA rules would apply as applicable. The new standard would specify a limited width where the driveway meets the property line providing a more consistent curb cut to make it safer for folks if they're walking in their neighborhood. Secondly, for those properties with multi-car garages, the suggestion is to allow for a broad access drive that allows for access to all of the parking spaces. Lastly, for vehicles not parked in garages, or a boat or RV, to require a space to the side of the existing garage along the property line, but only if they have the side yard space to accommodate that. The side yard setback requirements would still apply, but this would provide a tucked-away parking area, a less visible space to park those types of additional vehicles.

For the code update on landscaping, Ms. Wells outlined the following points in establishing new landscape standards. After determining whether:

- a building fronts a right of way,
- the parking lot perimeter landscape zone where your parking lot fronts a right of way
- The parking lot interior landscape zone would be the inside of the parking lot.

the recommendation is that those standards be different whether the parking lot is located between the right of way and the building, or it's located to the side or the rear of the building. The proposal offers varying requirements for transition zones based on the adjacent uses. The standards and requirements would be lower if the parking lot is less visible from the street than if it is super visible from the street.

On the screening topic, Ms. Wells outlined the proposal to replace the current screening requirements and establish new, more straightforward standards for trash and recycling, receptacles, ground, and wall-mounted mechanical units, roof-mounted mechanical units, loading docks and service areas, and drive-throughs.

Questions were raised about soundproofing for mechanical units adjacent to residential areas and if the updated code would call for additional restrictions. Ms. Wells identified a difference between ground or wall mounted units and rooftop equipment, indicating it is much easier to soundproof rooftop units with a parapet wall and indicated that that area would be reviewed.

Ms. Wells indicated that the new proposals for fence standards would be to replace the current standards to establish general limitations on the locations of fences, regardless of the district it's being placed.

She continued with more specifics to allow fences and exterior side yards or street facing side yards, so currently considered a front yard to go up to six feet in height if the property set back was met. If a property abuts a major arterial or highway, the recommended height increases to eight feet.

Trustee Neal indicated that this topic has been a subject of discussion for the Village for some time. A maximum height of eight feet in a rear yard was allowed if the property line abuts a major arterial highway. However, not all the properties along Route 83 or Madison are rear yards, there are some that have a front yard along a major arterial.

Ms. Wells agreed that the language of the code could be updated, to ensure that even if it's a front yard, the height could increase to eight feet to ensure privacy and to attenuate the sound and still maintain the appearance desired by the Village in the residential areas.

Mayor Trilla asked if there would be different standards if the house backs up to a park or to a commercial use.

Vice Chairman Wagner indicated that he believed the fence ordinance was modified in the past year or so to allow for more variations. He felt more height could possibly be allowed if the property backed up to a commercial use or a highway.

Ms. Wells we can make revisions like we were talking about the yards and then also consider maybe other areas where that 8-foot fence may be appropriate as well. All right.

Ms. Wells stated that included in the recommendations is for the Village to consider establishing design standards for multi-family and non-residential design standards for exterior building materials, building orientation and building sightings. These standards would vary depending on the where the building is located, e.g., the business or manufacturing districts, or whether it is a façade which faces a primary street or neighboring property. Additional consideration could be made for whether it is a ground floor or upper floors of a building and whether the building is small or a much larger building like Pete's Market or Target. As an additional part of the design standards, there would also be multi-building development standards.

The updated code establishes new standards for outdoor lighting. The recommendation is for the Village to restrict fixtures to full cutoff to

prevent light pollution, limit color rendering and color temperature. The update also includes recommendations for the maximum height of poles, for mounted lighting and an allowance for wall-mounted lighting for nice architectural lighting highlights and maximum light levels along property lines.

There are two existing areas of the code that Houseal Lavigne proposes to forward as they current are. The current performance standards should be simplified except for the standards for hazardous materials, to be carried over exactly as they are currently. For floodplain and stormwater standards, the only change would be to update the dates and references to ensure they are cross referenced to the correct section of the code.

In the next section on sign standards, Ms. Wells indicated the current standards would need to be thoroughly overhauled based on a court decision from 2015 that clarified that sign copy is protected speech under the First Amendment.

What is being proposed is a new chapter organization that starts off with purpose and intent. The next section would be overall limits on sign area. The current standard is 1.5 square feet of allowed sign area per linear foot of frontage. The proposal is to increase that to 2 square feet based on feedback received from the Board and Commissioners.

The next sections would deal with sign measurement and how it is measured, standards for permanent signs and standards for temporary signs. There is also a section for prohibited signs and content. Although sign content is protected under the First Amendment rights, it does not limit municipalities from restricting messaging that would inhibit or be detrimental to public health, safety, and morals.

The last section would be general requirements for all signs standards, assigned maintenance requirements and electronic message boards or the LED signs. Text message signs are not addressed currently in the Village code but is something that is generating interest in the community.

The recommendation for areas to include in the updated code include:

- Limit text messaging to monument-style signs
- Text message signs free-standing only - not attached to buildings
- Limit the allowed sign area to 20-40 percent of the overall sign area
- Allow only static messages and images
- Limiting message transitions to once every 10-60 seconds

The point was raised that there are regulations in the current code as there are currently two messaging signs in the Village, at Pete's Fresh Market and at 63rd and Route 83. There may be considerations for timing in the ordinance that would need to be checked to ensure that any new code did not invalidate the current signage. Trustee Neal raised the point that

there may also be IDOT requirements for signage along Route 83. Ms. Wells indicated that the current code would be reviewed to ensure compliance.

Ms. Wells continued to the next section on subdivision standards and procedures. The first recommendation is to clearly update the standards to better accommodate smaller subdivisions, lot splits, and lot consolidations.

For future subdivisions, for major subdivisions or larger subdivisions in the community, the recommendation is to take a look at the street type requirements, where sidewalks are required, where parkway or street trees are required. In this way, with large residential developments in the future, you get the look and feel the Village wants in those neighborhoods.

Vice Chairman Wagner commented that the Plan Commission and the Village over the years have not, as a general rule, enforced all of the subdivision regulations on subdivisions, be it 1-lot or 2-lot subdivision or a 10-lot subdivision. Particularly in the instance of new developments, the Village would waive requirements for curb and guard, sidewalks, or parkway trees. The Village did not take advantage of the cost of those improvements even though they were waived. He suggested an option for the developer to provide the cost of those improvements which the Village could then use for those improvements down the line.

A discussion of the idea followed with comments from the Mayor and Village Administrator. Ms. Wells asked the group to provide feedback on the establishment of a fee in lieu option when waiving requirements.

In the next chapter, the planned unit development procedures, the suggestion is to modernize the standards of review and the required findings. Standards of review would be standards applied to appeal the application as a whole, to assess and justify the approval or denial of an application. Then modification standards would be on a higher standard and the modification standard would be used to justify the request for a site development allowance. And a site development allowance would be a deviation from any requirement from the underlying domain.

Chapter nine is zoning procedures. The current system appears to be working well. This section would be consolidated, reorganized and each step clarified to make it easier and more user-friendly to the users of the system. It is also recommended that more authority to approve things be shifted to the administrative level.

The next chapter covers nonconformities which will remain basically unchanged as these areas are mostly dependent on state statutes. This section will be reviewed for consistency.

The final section is for definitions. Houseal Lavigne will consolidate definitions and ensure that all terms used within the code are defined. Part of the goal is to eliminate multiple interpretations of the same term and to eliminate and specific measurements or quantifiable items in the definitions. Additionally, any items which may be regulated by changes to state or federal legislation will be examined, for example adult uses, religious institutions, families, signs, etc.

Trustee Neal brought up the topic of group homes. Ms. Wells indicated that group homes are regulated by the state, that they are regulated like single-family detached, with up to eight unrelated people living in them with up to two staff people allowed to live on premises. Group homes, whether for mentally disabled individuals, for folks coming out of jail, rehab, etc., the Village has to allow based on state requirements. Trustee Neal asked about the current group home in Hinsdale that has been a topic of discussion. Ms. Wells indicated that Hinsdale was restricting them differently than their single-family detached properties in violation of state requirements.

The question was raised of when a draft copy, chapter by chapter, of the updated zoning code would be available. Ms. Wells indicated that Houseal Lavigne would be working on that over the next few months starting with the first four chapters covering, general provisions, the establishment of strict district standards and the meeting of standards.

The documents would be sent to be reviewed to ensure that all of the items covered in this meeting were incorporated into the draft language.

A comment was made to ensure that definitions are included in the update and Ms. Wells reassured the committee that if there is a new use being proposed it would be included in the definitions along with the use and supplemental use standards.

The comment was made to include educational institutions, or for facilities primarily or exclusively serving minors, in the update, as it could pertain to potential location restrictions or for special use for other things to be taken into consideration.

The Mayor wrapped up the meeting by commending Ms. Wells on a great job and a great presentation. He also thanked those who had invested their time and energy in the project. He applauded the Commissioners for their dedication and willingness to be a part of the process.

The Mayor also reminded the group that the code has not been reviewed over 60 years and that we're going to want to take our time and not rush through the process.

He then called for a motion to adjourn.

6. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Commissioner Baksay to adjourn the Joint Meeting at the hour of 9:29 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

March 14, 2022

GENERAL CORPORATE FUND	-----	\$327,259.55
WATER FUND	-----	\$71,233.40
TOTAL WARRANTS	-----	\$398,492.95

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/14/2022	APCH	98297*#	ABER'S TRUCK CENTER	VEHICLES - NEW & OTHER	765-625	35	64,885.00
03/14/2022	APCH	98299	AM-COAT PAINTING INC	MAINTENANCE - BUILDING	466-228	10	2,286.00
03/14/2022	APCH	98301	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	1,489.62
03/14/2022	APCH	98302	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
03/14/2022	APCH	98303	CAPERS NORTH AMERICA, LLC	EDP LICENSES	640-263	30	5,000.00
03/14/2022	APCH	98304	CHICAGO SUN-TIMES, INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	1,977.00
03/14/2022	APCH	98305	CHOICE OFFICE EQUP & SUPPLIES IN	COPY SERVICE	455-315	10	404.71
03/14/2022	APCH	98306	CINTAS CORPORATION NO 2	MAINTENANCE - GARAGE	725-413	35	42.33
03/14/2022	APCH	98307#	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	1,120.32
				MAINTENANCE - BUILDING	630-228	30	1,891.18
				CHECK APCHK 98307 TOTAL FOR FUND 01:			3,011.50
03/14/2022	APCH	98308	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	450.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	225.00
				CHECK APCHK 98308 TOTAL FOR FUND 01:			675.00
03/14/2022	APCH	98309*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	767.09
				ENERGY - STREET LIGHTS	745-207	35	666.45
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	211.32
				CHECK APCHK 98309 TOTAL FOR FUND 01:			1,644.86
03/14/2022	APCH	98310	DOMAIN LISTINGS	EDP EQUIPMENT/SOFTWARE	460-212	10	288.00
				EDP EQUIPMENT/SOFTWARE	460-212	10	288.00
				CHECK APCHK 98310 TOTAL FOR FUND 01:			576.00
03/14/2022	APCH	98311	DUPAGE CNTY CHIEFS OF POL.ASSN.	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
03/14/2022	APCH	98312	FACTORY CLEANING EQUIPMENT	MAINTENANCE - VEHICLES	735-409	35	2,053.76
03/14/2022	APCH	98313	GALLS, LLC	MAINTENANCE - VEHICLES	630-409	30	321.17
03/14/2022	APCH	98314	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,068.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	9,200.00
				CHECK APCHK 98314 TOTAL FOR FUND 01:			14,268.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/14/2022	APCH	98315	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	33.75
				PHONE - TELEPHONES	455-201	10	101.25
				CHECK APCHK 98315 TOTAL FOR FUND 01:			135.00
03/14/2022	APCH	98316	INDUSTRIAL ELECTRICAL SUPPLY	MAINTENANCE - BUILDING	466-228	10	27.79
03/14/2022	APCH	98317	INTERPLAN LLC	BUILDING PERMITS	310-401	00	491.24
03/14/2022	APCH	98318	JAMES J. BENES AND ASSOC., INC.	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	853.86
03/14/2022	APCH	98319	JOAQUIN SILVA	UNIFORMS	630-345	30	928.43
03/14/2022	APCH	98320	KIESLER'S POLICE SUPPLY INC	AMMUNITION	630-346	30	2,704.00
03/14/2022	APCH	98321	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10	2,552.00
03/14/2022	APCH	98322#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	85.99
				COPY SERVICE	810-315	40	925.76
				CHECK APCHK 98322 TOTAL FOR FUND 01:			1,011.75
03/14/2022	APCH	98323	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	20,100.00
03/14/2022	APCH	98324	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	9,335.20
				FEES - VILLAGE ATTORNEY	470-239	10	13,364.42
				FEES - SPECIAL ATTORNEY	470-241	10	3,800.00
				FEES - SPECIAL ATTORNEY	470-241	10	142.50
				CRISIS MANAGEMENT	475-367	10	323.00
				CRISIS MANAGEMENT	475-367	10	2,565.00
				CHECK APCHK 98324 TOTAL FOR FUND 01:			29,530.12
03/14/2022	APCH	98325	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	823.20
03/14/2022	APCH	98327	MPG TANDEM	UNIFORMS	710-345	35	531.66
03/14/2022	APCH	98328#	NICOR GAS	NICOR GAS (7760 QUINCY)	630-235	30	913.16
				NICOR GAS - FEB 22	725-415	35	1,102.29
				CHECK APCHK 98328 TOTAL FOR FUND 01:			2,015.45
03/14/2022	APCH	98329	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	13,800.00
				SNOW REMOVAL CONTRACT	740-287	35	4,050.00
				SNOW REMOVAL CONTRACT	740-287	35	9,460.00
				SNOW REMOVAL CONTRACT	740-287	35	21,180.00
				SNOW REMOVAL CONTRACT	740-287	35	14,127.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				TREE MAINTENANCE	750-338	35	6,900.00
				TREE MAINTENANCE	750-338	35	5,850.00
				TREE MAINTENANCE	750-338	35	5,250.00
				TREE MAINTENANCE	750-338	35	6,150.00
				TREE MAINTENANCE	750-338	35	6,600.00
				TREE MAINTENANCE	750-338	35	6,600.00
				TREE MAINTENANCE	750-338	35	6,000.00
				TREE MAINTENANCE	750-338	35	6,750.00
				CHECK APCHK 98329 TOTAL FOR FUND 01:			112,717.50
03/14/2022	APCH	98330	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	400.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	125.00
				CHECK APCHK 98330 TOTAL FOR FUND 01:			525.00
03/14/2022	APCH	98331	ON-TARGET SOLUTIONS GROUP INC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	275.00
03/14/2022	APCH	98332	PIONEER PRESS	FEES/DUES/SUBSCRIPTIONS	630-307	30	68.50
03/14/2022	APCH	98333	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	630-311	30	547.17
03/14/2022	APCH	98334	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	986.03
				MAINTENANCE - STREET LIGHTS	745-223	35	477.00
				CHECK APCHK 98334 TOTAL FOR FUND 01:			1,463.03
03/14/2022	APCH	98335	RBH CONSTRUCTION, LLC	MAINTENANCE - PW BUILDING	725-418	35	4,800.00
03/14/2022	APCH	98336	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	442.69
				CONSULTING FEES - CLERICAL	471-253	10	190.81
				CHECK APCHK 98336 TOTAL FOR FUND 01:			633.50
03/14/2022	APCH	98337	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	112.40
03/14/2022	APCH	98338	SIGNS NOW	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	35.00
03/14/2022	APCH	98339	TAMELING GRADING	STREET & ROW MAINTENANCE	750-328	35	4,450.00
03/14/2022	APCH	98341	TBK ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	460-267	10	7,400.00
03/14/2022	APCH	98342#	TEMPERATURE ENGINEERNG INC	MAINTENANCE - BUILDING	466-228	10	201.25
				MAINTENANCE - BUILDING	466-228	10	1,887.50
				MAINTENANCE - GARAGE	725-413	35	1,480.93
				CHECK APCHK 98342 TOTAL FOR FUND 01:			3,569.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/14/2022	APCH	98343	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	100.00
				ELEVATOR INSPECTION-REIMB	830-117	40	43.00
				CHECK APCHK 98343 TOTAL FOR FUND 01:			143.00
03/14/2022	APCH	98345	VERRA MOBILITY	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - COM ED	630-248	30	3,300.00
				CHECK APCHK 98345 TOTAL FOR FUND 01:			25,775.00
03/14/2022	APCH	98346#	WAREHOUSE DIRECT	MAINTENANCE - BUILDING	466-228	10	175.96
				OFFICE SUPPLIES	630-301	30	17.10
				OFFICE SUPPLIES	630-301	30	92.18
				CHECK APCHK 98346 TOTAL FOR FUND 01:			285.24
03/14/2022	APCH	98347	WESTERN FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	1,346.39
03/14/2022	APCH	98348	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	391.45
03/14/2022	APCH	98349	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	960.00
03/14/2022	APCH	98350	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	735-409	35	134.95
				MAINTENANCE - VEHICLES	735-409	35	747.29
				CHECK APCHK 98350 TOTAL FOR FUND 01:			882.24
03/14/2022	APCH	98351	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	90.00
				Total for fund 01 GENERAL FUND			327,259.55

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
03/14/2022	APCH	98297*#	ABER'S TRUCK CENTER	VEHICLES - NEW & OTHER	440-626	50	64,885.00
03/14/2022	APCH	98298	ALARM DETECTION SYSTEMS INC	WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	211.17
				WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	245.28
				WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	354.75
				CHECK APCHK 98298 TOTAL FOR FUND 02:			811.20
03/14/2022	APCH	98300	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	726.25
03/14/2022	APCH	98309*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	404.83
03/14/2022	APCH	98326	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	3,823.10
03/14/2022	APCH	98340	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	432.90
03/14/2022	APCH	98344	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	150.12
				Total for fund 02 WATER FUND			71,233.40
TOTAL - ALL FUNDS							398,492.95

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

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

BOARD MEETING**AGENDA ITEM - HISTORY/COMMENTARY**


AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE,
DISPOSAL OR TRADE-IN OF FOUR (4) SURPLUS MOTOR VEHICLES

AGENDA NO. 7.e.

AGENDA DATE: 03/14/2022

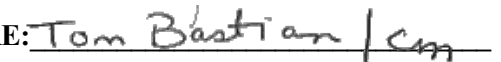
STAFF REVIEW: ROBERT SCHALLER

SIGNATURE:



LEGAL REVIEW: THOMAS BASTIAN

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.: BRIAN PABST

SIGNATURE:



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

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

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

Staff has Village owned vehicles deemed surplus ready for disposal.

Year	Make / Model	Vin Number
2015	Ford / Explorer	1FM5K8AT2FGC40878
2015	Ford / Explorer	1FM5K8AT1FGC07760
2006	Ford / Explorer	1FMEU72E66UB27814
2006	Ford / F150	1FTRF14W06NB36182

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the vehicles listed above.

ACTION PROPOSED:

PASS OF THE ORDINANCE

ORDINANCE NO. 22-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING SURPLUS
PROPERTY AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF FOUR
(4) SURPLUS MOTOR VEHICLES**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or in the best interests of the Village of Willowbrook, to retain ownership of four (4) surplus motor vehicles hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook, that it is in the best interest of the Village to dispose of said personal property by sale, disposal or trade-in of said vehicles.

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

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the property described on Exhibit “A” attached thereto and made a part hereof, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its disposal.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit “A” now owned by the Village of Willowbrook in any manner he deems appropriate, with or without advertisement, including, but not limited to, the trade-in of said vehicles as part of the purchase price of a new or used motor vehicle.

SECTION THREE: The sale or disposition of said surplus property is “AS IS” with no warranty, either express or implied, of merchantability or fitness for a particular purpose.

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

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

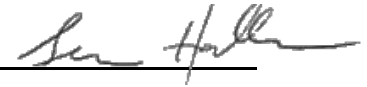
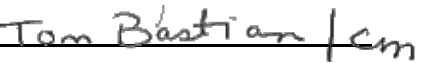
EXHIBIT “A”

SURPLUS MOTOR VEHICLES

Year	Make / Model	Vin Number
2015	Ford / Explorer	1FM5K8AT2FGC40878
2015	Ford / Explorer	1FM5K8AT1FGC07760
2006	Ford / Explorer	1FMEU72E66UB27814
2006	Ford / F150	1FTRF14W06NB36182

VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
APPROVING AND ADOPTING AMENDMENTS TO THE VILLAGE
OF WILLOWBROOK PROCUREMENT POLICIES AND
PROCEDURES**

AGENDA NO. 7.f.**AGENDA DATE:** 03/14/22**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

In October 2021, at the Village Board of Trustees meeting, Sikich LLP provided the results of the Comprehensive Annual Financial Report. As part of their analysis, Sikich made recommendations to improve the Village's financial policies and procedures, which included an updated procurement policy. Since receiving this report, staff has been working internally and analyzing neighboring municipalities' procurement policies to determine the appropriate procedures for the Village.

The Village Board has not reviewed the procurement policy since 2018. On July 23, 2018, the Board of Trustees approved the increase of the Village Administrator's appropriation approval authority to \$10,000 with the Mayor's approval. At the February 28, 2022 Committee of the Whole Meeting, the Village Board provided feedback and a positive consensus as it pertains to the updated procurement policy.

RECOMMENDATION HIGHLIGHTS:**Increasing the Village Administrator's Purchasing Authority to \$20,000**

In August of 2017, Section 65 ILCS 5/8-9-1 of the State Code regarding purchasing and public works contracts were amended to increase the competitive sealed bidding minimum from \$20,000 to \$25,000 for the construction of the work or other public improvements. Staff requests Board consideration that the Procurement Policy be updated from \$10,000 to \$20,000. This request would authorize the Village Administrator to execute contracts or purchase orders under \$20,000. If the Board chooses to adjust the Village Administrator Approval Authority up to \$20,000, the action will apply across all purchases, resulting in a Village Procurement Policy that is more restrictive than the state statute.

A survey conducted in January of this year found the following information:

Municipality	Department Directors	Village Administrator	Board of Trustees
Clarendon Hills	\$0 - \$2,499	\$2,500 - \$24,999	\$25,000 and above
Woodridge	\$0 - \$9,999	\$10,000 - \$24,999	\$25,000 and above
Villa Park	\$0 - \$2,500	\$2,501 - \$20,000	\$20,001 and above
Burr Ridge	-	\$0 - \$20,000	\$20,001 and above
Oak Brook	-	\$0 - \$20,000	\$20,001 and above
La Grange Park	-	\$0 - \$20,000	\$20,001 and above
Westmont	\$0 - \$2,499	\$2,500 - \$19,999	\$20,000 and above
Lisle	\$0 - \$9,999	\$10,000 - \$19,999	\$20,000 and above
Hinsdale	-	\$0 - \$19,999	\$20,000 and above
Darien	-	\$0 - \$5,000	\$5,001 and above
Willowbrook	-	\$0 - \$5,000 (\$0 - \$10,000 with Mayor's approval)	\$10,001 and above

Other Procedural Improvements

Change Orders

Section 3 on Change Orders guides staff on the definition of a change order, contract change order types, and the approval authority process to be followed.

Emergency Purchases

Section 4 on Emergency and Sole Source creates the guideline to provide notice to the Board and the proper approval procedures for staff based on the purchase amount and when the emergency occurs (during regular business hours and after hours). Emergency purchases in excess of \$20,000 must later be ratified by the Board of Trustees at its next available meeting.

Contract Administration

Section 10 on Contract Administration creates a guiding document for staff on how to execute a contract and identifies the important criteria to include for a contract agreement.

Credit Card Procedures and Acceptable Use Guidelines

Section 12 on Credit Card Procedures proposes to add language requiring a detailed description of allowable uses for Village credit card purchases, as well as strict reporting guidelines for all purchases including a description of the item purchased, the specific training or event held or attended, the reason for the training or event, a list of all attendees (if applicable), and rationale for utilization of the credit card versus another form of payment. The Credit Card Payment Form has been revised to reflect these proposed changes. Staff will be trained regarding all approved changes to the procurement policies and procedures.

Mandated Qualification Based Selection

In 2017, IDOT mandated local governments to follow a Qualification Based Selection process when using federal grant funding to procure architectural, engineering, land surveying, and construction management services valued at over \$25,000. This includes Phase I preliminary engineering design, Phase II final engineering and bidding, and Phase III construction management. IDOT requires that each local agency have its QBS procedures in writing.

The proposed Procurement Policy adds the QBS procedures and meets the requirements of 23 CFR 172 and the Brooks Act. A QBS approach evaluates vendor responses on technical and firm qualifications among other factors and not price or location.

ACTION PROPOSED: Pass the Ordinance

ORDINANCE NO. 22-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND
ADOPTING AMENDMENTS TO THE VILLAGE OF WILLOWBROOK
PROCUREMENT POLICIES AND PROCEDURES**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) previously adopted the Village of Willowbrook Procurement Policies and Procedures (the “Policy”) as guidelines for purchasing and procurement tasks; and

WHEREAS, Village staff has undertaken a comprehensive review of the Policy and, as a result of the review of the Policy, has proposed certain amendments and updates to the Policy, which amendments and updates have been reviewed by the Village Mayor and Board of Trustees.

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 Village of Willowbrook Procurement Policies and Procedures, as amended, is hereby approved and adopted in its entirety.

SECTION 2: A copy of the amended Village Procurement Policies and Procedures is attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: Any ordinance or resolution in conflict with the provisions of this ordinance and the amended Village of Willowbrook Procurement Policies and Procedures, is hereby repealed, solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This ordinance, amending the Village of Willowbrook Procurement Policies and Procedures, shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**VILLAGE OF WILLOWBROOK
PROCUREMENT POLICIES AND PROCEDURES**



PROCUREMENT POLICIES AND PROCEDURES

March 2022

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SECTION 1: PURPOSE

I. RESPONSIBILITIES, PURPOSE, FUNCTION, & OBJECTIVES

The Procurement Policy and Procedures (the "Policy") contains procurement policies that are the guiding principles used to set purchasing direction for the Village and the procurement procedures, which are the consistent steps to be followed to accomplish purchasing tasks. **The Village Administrator has the authority to amend the procedures.**

Subject to the provisions of this policy, the Village Administrator's Office shall serve as the principal officer for the procurement of all goods and services required by the Village and the implementation and administration of this policy.

All changes to the policy components of this document (not procedures) require approval by the Village of Willowbrook Board of Trustees (the "Village Board"). This policy supersedes all previously adopted purchasing policies.

1.01 Purpose

This policy establishes a centralized purchasing system for the Village, the purpose of which is to:

- A. Provide authority for establishing rules governing purchasing by the Village;
- B. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by the Village;
- C. Ensure fair treatment of all firms who participate in the purchasing system;
- D. Maximize purchasing activities and the purchasing value of Village funds to the fullest extent possible.

1.02 Objectives

- A. To deal fairly and equitably with all vendors wishing to do business with the Village.
- B. Provide professional procurement services for all departments within the Village.
- C. Assure adherence to all laws, regulations, and procedures related to Village procurement.
- D. Maximize competition for all procurements of the Village.
- E. Obtain maximum savings through innovative buying and application of value analysis techniques.
- F. Purchase goods and services from capable vendors at the lowest price, consistent with the quality, performance, and delivery requirements of the Village.



SECTION 2: GENERAL GUIDELINES

I. GENERAL GUIDELINES

This section introduces the policy and general guidelines and/or rules for the procurement process. The policy shall have the force and effect of local municipal law as fully stated in the Village's Code upon approval and adoption by the Village Board. Additionally, the terms and provisions of the policy shall be deemed by operation of law to be a part of the terms and conditions of each procurement, engagement letter, and contract involving the Village as a party, except to the extent that an authorized official has expressly provided for a written exception to one or more of the requirements provided for in the policy concerning a particular procurement or contract. All purchases are required to follow the policy unless otherwise governed.

CATEGORY ONE: PURCHASES UP TO \$999.99

Purchases in this category require one verbal quote.

CATEGORY TWO: PURCHASES OF \$1,000.00 TO \$4,999.99

Purchases in this category require multiple quotes (verbal/written).

CATEGORY THREE: PURCHASES OF \$5,000.00 TO \$20,000.99

Purchases in this category require written quotes. Written quote packages shall be submitted to the Village Administrator's Office for compliance review before issuing the formal agreement.

CATEGORY FOUR: PURCHASES \$20,001.00 and OVER

Requires a formal solicitation through the Village Administrator's Office and Village Board approval.

The Village Board of Trustees, Village Administrator, or his/her designee may waive the formal bidding process when it is deemed in the best interest of the Village.

2.01 Approval Authority

- A. For procurements up to CATEGORY ONE adopted in the current budget, the approval authority is the Department Head or their designee.
- B. For procurements in CATEGORY TWO AND THREE, the approval authority is the Village Administrator or his/her designee.
- C. For procurements in CATEGORY FOUR, the approval authority is the Village Board, with the exception of any exclusions provided for in this policy.



APPROVAL AUTHORITY TABLE				
	CATEGORY ONE	CATEGORY TWO	CATEGORY THREE	CATEGORY FOUR
DOLLAR AMOUNT LIMIT	Purchases up to \$999.99	Purchases of \$1,000.00 to \$4,999.99	Purchases of \$5,000.00 to \$20,000.99	Purchases \$20,001.00 and over
QUOTES REQUIREMENT*	One verbal quote required	Multiple quotes (Verbal)	Multiple quotes (Written)	Formal solicitation by Village Administrator's Office and Approval by Board of Trustees
AGREEMENT REQUIREMENT	None	Requires an Engagement Letter	Requires an Engagement Letter	Requires a contract
APPROVAL LEVELS	Department Head	Village Administrator	Village Administrator	Board of Trustees

*When possible, staff should always attempt to get multiple quotes for purchase, whether required or not.

2.02 Exclusions to the competitive purchasing process

The following purchases are excluded from any of the competitive requirements:

- A. Agreements between the Village Board and non-profit organizations or governmental entities, including the procurement, transfer, sale, or exchange of goods and/or services.
- B. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; used equipment; abstracts of titles for real property; title insurance for real property; real property; water, sewer, electrical, utility services; copyrighted materials; patented materials; art and artistic services; employment agreements; medical services; service required by proprietary ownership such as CSX Railroad carrier, original equipment manufacturers (OEM) and fees and costs of job-related travel, seminars, tuition, registration, and training.
- C. Purchases from the State of IL and other contracts awarded by any local, state, or national government agency, cooperative purchasing organizations, or purchasing associations that have been competitively bid do not require separate, individual competitive purchasing requirements conducted by the Village.

The policy shall authorize such purchases, transactions, and expenditures listed above. Certain procurements within the above categories may be obtained via competitive means when it is determined that adequate sources for the goods or services required are available.



2.03 Miscellaneous Guidelines That Are Generally Applicable For All Procurement

These general guidelines are mandatory requirements imposed on all Village staff, consultants, vendors, and others involved with the Village in any matter involving procurement, purchasing, contracting, and purchase orders in which the Village is involved as a party or potentially involved as a party. The following additional requirements apply:

A. The requirements, rules, and procedures specified in this policy shall have the force of law. They shall be fully enforceable in the Circuit Court of DuPage County as the local law applicable in procurement involving the Village of Willowbrook.

B. In all instances in which the Village Administrator determines to waive a requirement under this policy for reasons of emergency, necessity, or other circumstances deemed to be in the best interest of the Village of Willowbrook, the Village Administrator's Office shall document and justify the reasons in writing and notify the Village Board at the next meeting. This requirement applies in the case of a decision to allow unbundling or disaggregation of purchases that will result in a lower threshold for bidding or competitive procurement and in the case where a decision is made to waive competitive procurement and any other waiver a requirement of this policy.

C. There shall be no manipulation or separation of items purchased separately to avoid a competitive procurement threshold. If, in the ordinary course of business, there will be no separation of those items into separate purchases to avoid a competitive procurement requirement. By way of illustration only and as examples not intended to be exclusive of all examples, the following examples are offered:

Public Works anticipates purchasing 20 hydrants at \$5,000 per unit during the fiscal year. Twenty units will exceed the Category Four threshold of \$25,000.00. It would be improper to avoid competitive procurement under Category Four by dividing the 20 units by 12 and procuring the requirements for the units every month. Similarly, it would be improper to purchase each unit separately in an effort to reduce the expenditure to less than a Category Four purchase. It is the responsibility of Public Works to report the complete quantity of product that will be required for use in the department for the fiscal year. The reduction of the anticipated quantity to avoid a competitive procurement threshold or category is improper and illegal per state statute.

Notwithstanding the above, for unique circumstances presented, the Village Administrator's Office may, by written memorandum to the Village Administrator, justify in the interest of the Village a reduction in the quantities proposed for purchase by the user department.

It is generally improper to unbundle an item or group of items that should be purchased together to accomplish a specific objective. It is always improper to unbundle the purchase of an item or take any other action where the primary motivating factor is to reduce the dollar value of the purchase to avoid a higher category level of competitive procurement.

2.04 Order Splitting Prohibited

Serial and fragmented purchasing is strictly prohibited. Serial purchasing is the practice of issuing a series of orders with a short period of time to the same vendor for the same or similar items or services to avoid the competitive bidding process. Order splitting is an inefficient practice, resulting in higher administrative costs to the Village and individual criminal liability for bidding improprieties.



2.05 Freight Charges – Shipping and Handling

When obtaining a quote, ask the vendor to quote FOB Destination (Free on Board Destination). FOB Destination is the Village's preferred shipping and handling method. Knowing shipping terminology can reduce freight charges and clarify who is responsible for loss and damage occurring in transit. The definitions regarding commonly used shipping terms are as follows:

FOB Destination definition: The vendor retains title to the goods until the Village receives the goods. The vendor pays the shipping costs and is responsible for claims against the carrier. Be sure to specify **inside delivery** if the item needs to be delivered indoors to an office building or worksite.

FOB Plant/Origin definition: The Village accepts title for the goods from the carrier's picked up. The Village pays shipping costs and is responsible for claims against the carrier. Occasionally a vendor may want to quote FOB Plant/Origin. FOB Destination should be quoted instead. Accepting a FOB Plant/Origin quote may result in a lower price but has financial consequences for the Village if the shipment is lost or damaged.



SECTION 3: CHANGE ORDERS

I. CHANGE ORDERS

Certain conditions surrounding purchases may change during a procurement, requiring clarification or modification to the existing procurement document to fulfill legal requirements. A change order is a written request from the department to formally amend an existing contract/ engagement letter, change the quantity ordered, unit price, delivery, etc.

Change orders must be processed for all changes affecting the original engagement letter/contract, such as quantity increases or decreases that reflect a difference in the original unit price dollar value. Requests for changes in the funding source or vendor are unallowable. Change order requests submitted in an attempt to circumvent the bid process are prohibited. Source justification or competition may be required to approve a change order based on the requested increase amount.

It is inappropriate to request a change order or approve one that materially alters the purchased initial goods or services. By way of example and illustration only, it would be inappropriate to bid carpet-flooring materials, award that bid, and then request a change order that would supply wood floors instead of carpeting.

3.01 Change Order to a Public Contract

Per IL statute, any change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more must be in writing. Further, before such a change order is approved, there must be a written determination by an appropriate Village designee that 1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or 2) the change is pertinent to the original contract assigned, or 3) the change order is in the best interest of the Village and authorized by law. Further, that written determination and the written change order resulting from that determination shall be preserved in the contract file and open to public inspection.

3.02 Change Order to a Public Works Contract

A Public Works Contract is subject to the Public Contract Change Order laws above. Additionally, a Public Works Contract is also subject to the Public Works Contract Change Order Act, which states, if there is a change order for a Village public works contract that authorizes or necessitates an increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates an increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price. The contract's portion covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

3.03 Change Order Approval Authority

The approving authority is in accordance with the contract board approval limit.



SECTION 4: EMERGENCY AND SOLE SOURCE PURCHASES

I. EMERGENCY PURCHASES

An emergency purchase is the purchase of goods and/or services made with or without formal bid, proposal, or quote solicitation when such a purchase is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence that may interfere with the normal conduct of business operations. It may also remedy or correct conditions that may pose an imminent or existing threat to the health, safety, or welfare of persons or property with the Village of Willowbrook. Departments shall strictly follow the procedure outlined below.

All emergency purchases of CATEGORY TWO and THREE must be approved by the Village Administrator or his/her designee in writing (memo, e-mail, or approved contract is acceptable). For emergency purchases of CATEGORY FOUR, the Village Administrator will notify the Mayor or his/her designated trustee of the emergency within 24 hours after the purchase for informational purposes. The Village Board must later ratify the purchase at its next available board meeting.

4.01 Procedure

For emergency purchases, departments must follow the procedure below:

Suppose an emergency occurs during regular Village business hours (M-F, 8:30 am to 4:30 pm). In that case, the Department Head or in his/her absence another department member shall immediately contact the Village Administrator or his/her designee to explain the nature of the emergency. The department will provide the Village Administrator and Village Administrator's Office a full written explanation of the emergency purchase signed by the Department Head as soon as practicable.

Suppose an emergency occurs at a time other than during regular Village business hours (M-F, 8:30 am to 4:30 pm). In that case, the department will attempt to contact the Village Administrator as described above and complete the remaining notification procedure the following business day.

4.02 General Information

Emergency purchases can be costly and should be kept within the definition above. When emergency purchases are made, the department will purchase at the best possible price. Lack of planning or funding does not constitute an emergency.

II. SOLE SOURCE PURCHASES

Sole source purchases are defined as purchases of supplies, equipment, and contractual services that generally meets **both** of the following criteria:

- A. The only item that will produce the desired results or possess a unique performance capability; and
- B. Available from only one source

By definition, a sole source is exclusive control of the supply of any commodity in a given market. If more than one manufacturer/source exists in a given market, a monopoly does not exist.



4.03 Procedure

Sole source and proprietary source purchases are exempt from competitive requirements upon communication to the Village Administrator stating the conditions and circumstances necessitating the purchase. This justification shall set forth the purpose and need and why the item is the only one that will produce the desired results.

For supplies and equipment, the department shall attempt to locate competition. If no other sources are found, departments must forward justification to the Village Administrator or his/her designee with a letter from the recommended vendor, signed and on company letterhead stating they are the sole supplier for the item.

For services, the department shall attempt to locate competition. If no other sources are found, departments must forward justification to the Village Administrator. Suppose the service has recently been competitively procured, and the vendor offers a unique service. In that case, departments do not need to seek other vendors and can forward justification to the Village Administrator or his/her designee and follow the normal award procedures.



SECTION 5: COOPERATIVE AND JOINT PURCHASING

I. COOPERATIVE OR JOINT PURCHASING

The Village may participate in, sponsor, conduct, or administer a cooperative or joint procurement agreement with one or more public bodies or agencies to combine requirements to achieve economies of scale, increase efficiency or reduce administrative expenses.

This procedure applies to the acquisition and/or disposition of all goods and/or services by pooling common requirements, preparing common specifications, and purchasing supplies from contracts awarded by/available to other governmental entities.

5.01 Cooperative Purchasing Procedures

- A. The Village Administrator's Office shall be responsible for identifying requirements in common with other government agencies, standardizing/modifying requirements to meet common goals, and developing specifications suitable for solicitation and award of competitive, cooperative contracts.
- B. All purchasing should include standard Joint Purchasing language to limit the liability of the Village.

II. PIGGYBACK CONTRACTS

The Village may opt to fulfill its requirements by purchasing goods and services from contracts made available by Federal, State, or other governmental agencies. The types of governmental entities that may be used for piggyback contracts include, but are not limited to, state government, municipalities, counties, state agencies, agencies that facilitate governmental joint purchasing, and any agency of the United States government that were competitively bid. If it is in the best interest of the Village of Willowbrook as determined by the Village Administrator's Office or Village Administrator or his/her designee, a qualifying governmental entity from outside the State of Illinois may be used. Further, such purchases may be made without bidding, again, provided they are in the best interest of the Village.

- A. State Contracts – prior to requisitioning services or equipment using a state contract, the department must evaluate whether the contract includes all of their requirements. If all service requirements are not covered, the department must decide whether the entire purchase will be made on the open market or use the state contract for the covered items only.
- B. Piggyback purchases may also be made using contracts from other governmental entities provided they have been awarded through a competitive process, and the following criteria are met:
 - 1. The work/services/commodities must be specifically within the scope of the contract, and the contract must be **active**. A purchase cannot be made utilizing a contract that has expired.
 - 2. None of the material or substantive requirements, terms, and conditions may be modified from the original contract that is being piggybacked. Therefore, the product, price, and any other material term of the contract being piggybacked may not be changed. However, notwithstanding the foregoing, minor changes may be allowed on a case-by-case basis.
 - 3. The contract must include language that authorizes outside agencies to piggyback off the contract.



4. A bid tabulation, if solicited by an RFB, proof of award and a copy of the contract must be obtained and provided to the Village Administrator's Office for review.

Insurance and/or bonds, as applicable, in accordance with the Village's standard procedures and state law shall be obtained from the contractor for contracts involving professional and construction services performed at a Village facility or on Village property, or services performed for the Village in which liability may be an issue.

C. Piggyback Contract Procedure

1. Requesting department must obtain a complete hard copy of the contracting agency's bid document and fully executed contract, including awarded pricing. Upon receipt, a thorough review of both documents must ensure that the contract can fulfill the user department's requirements and meet the above criteria.
2. All requests to piggyback off a contract with a projected annual spend in excess of CATEGORY FOUR must be granted authorization by the Village Board. Requests to piggyback a contract with a projected annual spend under CATEGORY FOUR may be authorized by the Village Administrator or his/her designee.



SECTION 6: REQUEST FOR QUOTATIONS (RFQ)

I. REQUEST FOR QUOTATIONS

The Village requires quotes for CATEGORY ONE, TWO, and THREE purchases. A quote is either an informal verbal or formal written estimated price for the good or service. An informal quote shall be sought by verbal or electronic submission when the department knows the product or service and does not require a specific scope of work. A formal quote shall be sought by a formal RFQ document when the department knows the product or service and requires a specific scope of work with terms and conditions that need to be met by the vendor. The Village Administrator's Office shall supply the department with an RFQ document.

6.01 Informal Competitive Quote Process

The department contacts the vendor with the request for a good or service. The vendor provides a price verbally or in writing. The lowest responsible and responsive quote is selected. Once the good or service has been agreed upon, the terms and conditions of the purchase are discussed with the vendor.

6.02 Formal Competitive Quote Process

The department works with the Village Administrator's Office to create an RFQ document. This document has specific terms and conditions that the vendor must meet. Vendor(s) then provide a price by responding to the RFQ document. The lowest responsible and responsive quote is selected.

6.03 Quote Documentation

Upon obtaining quotes, the department shall seek additional quotes if a price is not fair and reasonable. It is important to document the name and address of vendors contacted, item description or service offered, the price quoted, including shipping/freight, delivery dates, shipping point, names of persons giving and receiving the prices, and the date the information was obtained. Do not share quotes from one vendor with other vendors before the quote process is complete and all the quotes have been received. **When negotiating a quote, ask all responsible and responsive vendors for a best and final offer (BAFO).**



SECTION 7: REQUEST FOR BIDS (RFB)

I. REQUESTS FOR BID

Request for Bid (RFB), also known as sealed competitive bidding, is the preferred procuring a good or service. Award is made to the lowest responsive and responsible bidder and is based solely on the specifications without negotiation or discussion with the vendor.

7.01 Definitions

Responsive bidder: a contractor, business entity, or individual who has submitted a bid or proposal that fully conforms in all material respects (form and substance) to the RFB and all of its requirements.

Responsible bidder: A contractor, business entity, or individual who is fully capable of meeting all of the solicitation requirements and subsequent contract. The bidder must possess the full capability, including financial and technical, to perform as contractually required. The bidder must be able to document the ability to provide good faith performance fully.

7.02 Procedure

Village Administrator's Office shall request formal sealed bids on purchases CATEGORY FOUR. In cases where a purchase or contract may extend over multiple periods or years, the total cumulative amount to be paid over the contract term will determine the requirement for requesting formal sealed bids.

The Village Administrator's Office is responsible for publishing the legal notice on a public forum. Purchasing shall issue the RFB. The Village Administrator's Office will facilitate all contact with vendors during the bidding process. A pre-bid meeting may be held, which may or may not be mandatory. Prospective bidders will have an opportunity to request clarification and ask questions. Bids will be received by the Village Administrator's Office and shall be date/time stamped. Bids will be received until the date and time specified in the RFB document. Bids received after the deadline will be returned unopened and not considered for award. Bids will be awarded by the Village Administrator or his/her designee.

These same bidding requirements shall apply to all purchases, including leases and non-professional services.

7.03 Specifications

The preparation of technical specifications is the department's responsibility with review by the Village Administrator's Office. Specifications shall permit competition except on proprietary materials or services.

In general, specifications should define the level of performance required rather than a specific design or brand name. For the benefit of vendors and the division, specifications must be clear and concise. The Village Administrator's Office reserves the right to challenge specifications to allow open competition.

All bid documents should contain at least the following information:

- Cover Letter
- Notice of Bid
- Bid Pricing Sheet
- References
- Specifications of the item or service



Once the formal RFB has been issued, communication with a prospective bidder is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any Village employee, elected official, selection committee member, or representative of the Village of Willowbrook, from the issuance of the specifications until the bid is awarded, aka "blackout period." Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid. The only exceptions to the preceding rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; or (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the Village Administrator's Office, in writing as identified within the RFB. Questions submitted by the date outlined in the RFB will be answered.

The blackout period will not prohibit contact with Village staff where the vendor is doing business with the Village on another contract. The communication is regarding that contract that is already let, or where the vendor meets with staff in connection with other matters unrelated to the contract or procurement at issue.

The RFB will be deemed to be issued within the meaning of this provision at the earliest date and time upon its posting or electronic publication. The form of issuance is at the discretion of the Village Administrator's Office.

The provisions herein concerning the blackout period and related procedures shall be incorporated in the other sections of the policy related to other procurement methods, including requests for proposals.

7.04 Bid Invitations

Upon request, the Request for Bid is provided to prospective bidders. Public notice of bids shall be advertised in a public forum. The public forum advertising may include, without limitation, publications, trade journals, and websites.

7.05 Pre-Bid Meeting

A Pre-Bid Meeting shall be held whenever deemed appropriate by the Village Administrator's Office in coordination with the department. The meeting may be mandatory or non-mandatory based on the specific bid type and determined by the department and the Village Administrator's Office. In attendance shall be the Village Administrator's Office representative (who chairs the meeting unless delegated), a representative of the department (who shall be prepared to answer technical questions), staff with special expertise, and any other Village staff member as deemed appropriate.

7.06 Issuance of Addenda

An addendum is a revision or amendment to the bid documents. If a revision to the specification or solicitation documents is required to clarify questions raised by prospective bidders or other reasons, the revision is made in a written addendum. Verbal changes shall not be made, and potential bidders shall not make verbal interpretations of a material consequence. Any such prohibited verbal changes or interpretations will not be considered valid.

Bidders must acknowledge receipt of all addenda in their bid response at the designated time, date, and location. Bids may be rejected due to the failure of vendors to acknowledge receipt of addenda. However, the Village Administrator's Office has the discretion not to consider an addendum material to a bid process. It may consider a bid responsive without an addendum acknowledgment when circumstances warrant.



7.07 Disposition of Bids

Bids shall be opened in public at the time and place stated in the public notice. No bids shall be accepted after the designated due date and time. Bids received after the specified date and time will be returned to the vendor unopened.

Offers by telephone, fax, or e-mail shall not be accepted. Bidders are responsible for the delivery of bid documents directly to the Village of Willowbrook. If the bid is delivered by an express mail carrier or any other means, the bidder's responsibility is to ensure delivery to the required address.

7.08 Site Visits

It may be a requirement for bidders to inspect the proposed work location before bidding. The department will be available to direct bidders to the general work areas by appointment. Bidders are required to contact the Village Administrator's Office and set up a site visit for each location listed if afforded this opportunity in the bid documents.

7.09 Award of Bids

The Village shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:

1. The ability, capacity, equipment, and skill of the bidder to perform the contract;
2. Whether the bidder can perform the contract within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance on previous contracts, as described by the bidder's references and/or the Village's own experience with the bidder or by any other means;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service;
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the Village to receive such future maintenance and service; and
9. The number and scope of conditions are attached to the bid.
10. The bidder has not been barred from bidding on the contract under applicable law.

The RFB award is to the lowest-priced, responsive, and responsible bidder. The Village Administrator's Office coordinates with the department to determine if the lowest-priced bidder is responsive and responsible. A bid review is required to determine if it conforms to the requirements stated in the RFB. Suppose the lowest-priced bidder is found non-responsive and/or not responsible. In that case, the next low bidder will be evaluated until a responsive and responsible bidder is found.



In conjunction with the department, the Village Administrator shall have the right to cancel a CATEGORY FOUR or below RFB and/or reject all bids and authorize the entire project to be rebid.

An award shall not be final until the issuance of a contract.

7.10 Tie Bids

Award of all tie bids under the Village Board's approval limit of CATEGORY FOUR shall be made by the Village Administrator or his/her designee.

The Village Board shall award all tie bids in excess of the Village Administrator's approval limit. At the discretion of the Village Administrator or his/her designee, preference may be given to the firm closest in proximity to the Village.



SECTION 8: REQUEST FOR INFORMATION

I. REQUESTS FOR INFORMATION

An RFI is a process used to determine details about a specific good or service when the department does not have sufficient expertise or obtain detailed technical specifications about the sought good or service. This process can be conducted and used as a source to develop an RFP. This process can also qualify vendors to participate in the RFP. The Village Administrator's Office will work with the department to develop an RFI.

The RFI shall be advertised and may be sent to vendors or other responsible prospective suppliers whose names and addresses are obtained from publications and various other sources. The RFI requests information on the specific goods or services sought or the project's desired results if the specific process has not been determined. Minimum qualifications for proposers may be included in the RFI along with a general timeline or other pertinent information. Additionally, requests for "estimated" pricing elements may be included in the RFI. However, the vendors must be advised that the solicitation is for "informational purposes only," and no contract will be awarded due to their participation.

The RFI process should be considered if any or all of the following statements are true:

1. Time is not an issue;
2. The overall cost of the project warrants the additional time and expense of the RFI;
3. The department does not have sufficient information to develop definite specifications for the RFP.



SECTION 9: REQUEST FOR PROPOSALS (RFP)

I. REQUESTS FOR PROPOSALS

An RFP is utilized when professional services are sought, such as engineering, legal, audit, or consulting services for purchases CATEGORY FOUR and higher. The RFP process emphasizes defining the work or service needed and evaluating those vendors interested in performing the service based on the established evaluation criteria stated in the RFP. The RFP process also considers the potential need for presentations, discussions, or negotiations. It uses evaluation factors and price to determine what is in the best interest of the Village. The RFP process differs from the RFB process as negotiations and discussions can be conducted with all proposers, or minor changes can be made to the scope. To finalize these negotiations and clarifications, a Best and Final Offer (BAFO) request may be issued to all proposers remaining in the competitive range instead of selecting the lowest responsive and responsible bid.

9.01 Specifications

The department shall develop the specifications and/or scope of work for the RFP. The department shall submit the specifications and/or scope of work and draft pricing sheet to be completed by the proposer. The Village Administrator's Office will work with the department to finalize the document.

Once the formal solicitation has been issued, communication with a prospective proposer is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any Village employee, elected official, selection committee member, or representative of the Village of Willowbrook, from the issuance of the specifications until the proposal is awarded, aka "blackout period." Communications initiated by a proposer may be grounds for disqualifying the offending bidder from consideration for award of the proposal or potentially any future proposal. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; or (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the Village Administrator's Office, in writing as identified within the solicitation. Questions submitted by the date outlined in the RFP will be answered.

9.02 Procedure

Once the RFP document is complete, then the Village Administrator's Office will issue the formal solicitation.

A pre-proposal meeting may or may not be mandatory, and it shall be specified within the RFP document. At the pre-proposal meeting, prospective bidders will have an opportunity to request clarifications and ask questions. Answers to inquiries will be compiled in the form of an addendum. The Village Administrator's Office will receive proposals and date/time stamped in until the date and time specified in the RFP document. Proposals received after the deadline will be returned unopened and not considered for further evaluation.

After the public proposal opening, the Village Administrator's Office and the department will review the responses to ensure compliance with the requirements detailed within the RFP document. Responsive proposals will be distributed to each of the selection committee members. The members of a selection committee can include representatives from the department, other department (s) involved, and any other individual(s) with specialized expertise.



With the approval of the Village Administrator or their designee, the Village Administrator's Office shall have the right to cancel a solicitation and/or reject all proposals and authorize the entire transaction to be re-solicited.

In any procurement that involves an interview, the person conducting the interview will request the interviewee and other staff to identify any contact after the blackout period commenced. The Village Administrator may waive disqualification, in writing, for any communication that was inadvertent and was otherwise immaterial and resulted in no prejudice to another bidder.

9.03 Evaluation Criteria

Evaluation criteria can include without limitation, past projects of comparable size, number of years in the profession, number of qualified and/or licensed staff on the project team, references of past clients, cost of services, financial position, ability to complete the project in a timely manner, oral presentation (if applicable), and Village staff site visits or hosted site tours.

9.04 Oral Presentations

Oral presentations may be included as part of the evaluation process. Once the shortlisted vendors have been identified, the Village Administrator's Office will ensure compliance with the following process, if applicable:

- a. Notify the vendors of the Village's invitation for an interview. The notification shall include details of the oral presentations, including but not limited to the following:
 - i. Date and time of the oral presentations
 - ii. Location of the meeting
 - iii. Time allotted for each vendor
 - iv. Additional information if requested by the selection committee
- b. The Village Administrator's Office will coordinate the schedule of the oral presentations with the selection committee and confirm the attendance of members.
- c. Once the oral presentations are completed, the Selection Committee will conduct a post-presentation ranking and determine the overall top-ranked vendor.
- d. The Selection Committee can also recommend rejecting all proposals and/or reissuing the formal solicitation with revised specifications after the appropriate rejection/approval process has been followed.

9.05 Award Recommendation

The department shall draft a recommendation for an award and present it to the Village Administrator, or Village Board based on the purchase CATEGORY. The award shall not be final until execution of an agreement/contract and all required documentation (certificate of insurance, bonds, etc.) has been received by the Village Administrator's Office.



SECTION 10: CONTRACT ADMINISTRATION

A. CONTRACTS/AGREEMENTS

The terms contracts and agreements are interchangeable in this policy.

10.01 Purpose

The purpose of this section is to provide procedures for the proper review and approval of contracts entered into by the Village. Contract administration includes negotiation between the parties, preparation of contracts and other written documents, review and comment by various departments and public officials, proper approval and execution of contracts, distribution and filing of contracts, and implementation and monitoring of contracts. Good contract administration minimizes duplicity of effort and provides for the proper coordination and participation of those who are necessarily involved in the contract process.

A short-form contract should be used as the contract when goods are purchased, and the limited terms and conditions on the purchase order are satisfactory. A letter of engagement is an example of a short-form contract. A contract should be entered into when detailed or specialized terms and conditions are needed to agree to the procurement. Staff should work with the Village Administrator's Office to write a contract agreeable to both parties involved.

Terms and conditions that should be included in a contract but are not limited to are the following:

- A. Description of the goods and/or services being provided by the vendor;
- B. The price of the goods and/or services, including all costs of the procurement;
- C. The term of the contract;
- D. A termination clause;
- E. Jurisdiction of law clause;
- F. Delivery/due dates that are agreed upon;
- G. Hold harmless/indemnification clause;
- H. Insurance requirement language;
- I. Payment terms – Local Government Prompt Payment Act;

10.02 Contract Development, Approval, and Execution

- A. Contract Development - Subsequent to the receipt of bids, proposals, and quotes and prior to the approval of the recommended vendor, a written contract shall be prepared by the Village Administrator's Office in conjunction with the department and Village Attorney as needed.
- B. Contract Approval – The Village Administrator or his/her designee may execute all contracts within his/her signing authority.

All contracts that exceed the signing authority of the Village Administrator shall be presented to the Village Board for its approval and subsequent authorization of the Mayor or his/her designee to execute the contract.

- C. Contract Execution - Upon obtaining approval of the contract by the appropriate authority, the execution of the contract shall adhere to the following:
 - 1. The Village Administrator's Office or department shall forward the contract to the vendor for signature.



2. The vendor shall return the executed contract to the Village to countersign with all documentation required by the contract.

Upon complete execution of the contract, one copy shall be forwarded to the vendor and the department by the Village Administrator's Office. The Village Administrator's Office shall retain an original copy for the bid file and ensure that the document is filed in the Village document management system.

10.03 Contract Monitoring/Administration

A. Department – The department will:

1. Determine the expected quality or performance level required.
2. Establish schedules for the duration and completion of contracts.
3. Assign a Project Manager or contact person.
4. Monitor performance.
5. Document contract performance deficiencies and provide a full document trail to the Village Administrator's Office for the bid file.
6. Prepare closeout and other final payment reports.

B. Village Administrator's Office – the Village Administrator's Office will assist the department in monitoring and administering contracts. The Village Administrator's Office will assist in ensuring:

1. Full conformance to the specifications by the contractor.
2. Ensure the correct legal name is contained in the contract documents and further confirm the status of the legal entity.
3. Hold contractor responsible for damages suffered by the Village resulting from the contractor's failure to perform as agreed.
4. Work with the department to ensure that the Village does not fail to perform its obligations, thereby relieving the contractor of performance responsibilities.
5. Preclude the issuance of unnecessary or excessively priced change orders.
6. Maintain standard clauses for contractual terms and conditions, which promote the best interest of the Village.
7. Initiate "cure" process to ensure vendor cures contract deficiencies within a reasonable period of time.
8. Maintain records of the following information:
 - a. Contract
 - b. Bonds and certificates of insurance
9. Maintain records of vendor performance



SECTION 11: PROTEST PROCEDURES

I. PROTEST PROCEDURES

The Village encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following protest procedures are adopted:

All purchasing notices of intended decisions concerning contract awards, suspensions, and debarments, shall set forth the following statement:

"FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY VILLAGE OF WILLOWBROOK, ILLINOIS, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. "

11.01 Right to Protest

Any actual or prospective bidder, proposer, vendor, or person who is allegedly aggrieved in connection with a contract award, suspension, or debarment may protest to the Village Administrator's Office.

Any person adversely affected by an intended decision or action concerning the award of any formal solicitation, suspension, debarment, or any other procurement issues shall file with the Village Administrator's Office a written notice of protest within three (3) business days of the Village's award. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence, and shall be accompanied by a cashier's check in the amount of five percent (5%) of the contract award amount, made payable to the Village of Willowbrook, (subject to the procedures and conditions hereinafter stated). The purpose of this protest bond shall be to reimburse the Village for all administrative costs associated with the appeal process.

Failure to submit a protest bond that is compliant with this provision with the bid protest shall be deemed a waiver of the bid protest and is a jurisdictional deficiency in the protest that will forfeit the right of the bidder to maintain the protest.

Any grounds not stated shall be deemed waived. The formal written protest shall contain the following:

- Village formal solicitation number and title;
- Name and address of the department, division, or agency affected;
- The name and address of the affected party, and the title or position of the person submitting the protest;
- A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must indicate so;
- Concise statement of the facts alleged and of the rules, regulations, statutes, ordinances, and constitutional provisions entitling the affected party to the relief requested;



- The statement shall indicate the relief to which the affected party deems himself/herself entitled; and
 - Such other information as the affected party deems to be material to the issue.
- A. **PROTEST MEETING:** The Village Administrator's Office will notify and schedule a bid protest meeting. The meeting shall be scheduled with the protesting party within five (5) business days (excluding Saturdays, Sundays, and legal Village holidays) of receipt of the formal written protest. The purpose of the protest meeting is:
- To question and review the basis of the protest;
 - To evaluate the facts and merits of the protest;
 - If possible, to reach a solution of the protest that is acceptable to the affected parties; and
 - If possible, to satisfy the protestor to the extent that the protest might be withdrawn.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

- B. **STAY OF PROCUREMENTS DURING PROTEST:** In the event of a protest, all work related to procurement, contract award, or project will be stopped until the protest has been resolved.



SECTION 12: CREDIT CARD POLICY AND PROCEDURES

I. CREDIT CARD POLICY

Village-issued credit cards ("Credit Cards") are issued to designated employees of the Village to support specific and limited types of Village purchasing. Credit Cards are used as a supplement to other acceptable procurement methods and should only be used when other approved procurement methods are not available.

The Village strongly encourages the use of other approved methods of procurement when possible. All purchases made with Credit Cards are subject to the requirements and restrictions outlined in the Village's Policy, as well as the Credit Card Procedures and Acceptable Use Guidelines. Purchases made with Credit Cards are subject to public disclosure under the Freedom of Information Act (the "FOIA").

II. CREDIT CARD PROCEDURES

The Credit Card Procedures and Acceptable Use Guidelines ("Credit Card Procedures") govern the use of credit cards (the "Credit Cards") issued to designated employees of the Village to support specific and limited types of Village purchasing. The Credit Card Procedures are intended to guide employees on appropriate use and protect employees and the Village from inappropriate use of the Credit Cards. Purchasing with a Credit Card must follow the Village Policy, including but not limited to the competitive purchasing process.

The Credit Cards are Village property. If a Credit Card is lost or stolen, immediately report the lost or stolen Credit Card to the Village Administrator.

12.01 Acceptable Use Guidelines

A. General Information

1. As a supplement to other purchasing methods, the Village uses Credit Cards as a form of payment in limited circumstances to provide an efficient electronic payment method. Credit Cards should be used only in circumstances when ordinary procurement methods are not available. The use of a Credit Card is not intended to replace effective procurement planning.
2. All purchases made with a Credit Card must conform with the Village's Procurement Policy, including, but not limited to the following:
 - a) Avoiding unauthorized purchases;
 - b) Ensure purchase is provided for and within budget limits;
 - c) Compliance with Federal, State, and Village statutes, ordinances, rules policies, and procedures;
 - d) Ensuring that credit card purchases are not split in a manner that violates the Village's Procurement Policy;
 - e) Ensuring that purchases do not include any taxes, such as sales tax, from which the Village is exempt.



3. Annually, the Chief Financial Officer, or his/her designee, shall conduct a review of all Credit Cards, including a use analysis to determine if the Credit Card holders' current position or duties warrant a continued need for the Credit Card.

12.02 Card Restrictions

- A. The following uses of Credit Cards are prohibited unless authorized by the Village Administrator or his/her designee:
 1. Cash advances
 2. Purchases from vendors that already work within the Village that can/will issue an invoice.
 3. Purchases for personal benefit.
 4. Purchases of food or beverage, with the following exceptions as approved by the Village Administrator:
 - a. Refreshments related to a Village hosted meeting or event,
 - b. Employee or official recognition events;
 - c. Emergencies that require employees to work through their normal meal break;
 - d. Other situations as approved by the Village Administrator.

12.03 Cardholder Eligibility Criteria

Subject to the approval of the Village Administrator, the Village will consider the issuance of a Credit Card to certain positions based on the operational needs of the Village.

Before receipt, all persons issued a Credit Card shall acknowledge, in writing, their receipt of and agreement to comply with this policy and their limitation on purchases made with the Credit Card within a single billing period.

All recipients of a Credit Card shall no longer be eligible to hold such Credit Card and shall immediately return the credit card to the Village Administrator or his or her designee upon the occurrence of any of the following:

- A. Demand by the Village Administrator or his or her designee;
- B. Separation of employment from the Village;
- C. Being found to have violated this policy; or
- D. Can no longer demonstrate a need for the Credit Card

12.04 Process for Obtaining a Credit Card

- A. Complete the bank's application and obtain any required Village approvals.
- B. Review this policy in its entirety and ensure all questions are addressed.

12.05 Credit Card Usage Procedures

Procedures before Purchase

1. Ensure that sufficient funds are available in your department budget before making a purchase.
2. Purchase the least expensive item that meets the immediate need.
3. Ensure that the purchase does not include sales tax. Sales tax



exemption forms may be obtained from the Village Administrator's Office.

4. Obtain a receipt for your purchase. You will need to turn in the original receipt to the Village Administrator's Office when you receive your monthly statement. If the receipt is e-mailed to you, a printout of that e-mail is sufficient.

B. Procedures after Purchase

1. When you receive your itemized monthly Statement of Account, you will do the following:
 - a) Sign-off on the monthly statement
 - b) Forward the completed monthly statement with the original receipts to the Village Administrator's Office within five business days of receipt.
 - c) Charges without receipts may be invoiced to the Credit Cardholder personally. Repeated failures to provide receipts will result in loss of Credit Card privileges.

C. Miscellaneous Issues

1. Disputed Charges

Follow the Credit Card issuer's policy for disputing charges

2. Forward a copy of your written dispute to the Village Administrator's Office together with the monthly statement of account to be paid.

D. Lost or Stolen Credit Cards

1. You must immediately report the lost/stolen Credit Card to Willowbrook State Bank and the Village Administrator's Office.

E. Separation of Employment

1. Upon separation, the employee shall relinquish the Credit Card to the Village Administrator or his or her designee.

F. Accidental Use and Reimbursement

1. In the case of an accidental personal charge being made to the credit card, the credit card holder must submit in writing a letter stating that the charge was not a Village charge, a copy of the receipt, and provide for immediate reimbursement to the Village.



SECTION 13: PETTY CASH POLICY AND PROCEDURES

a. PETTY CASH POLICY

Petty Cash is used to make small purchases as a supplement to other methods of purchasing. Petty Cash should only be used for small incidental purchases for which there is an immediate need. Petty Cash should not be used to reimburse expenses that can be processed through other approved payment methods.

The Village strongly encourages the use of other approved methods when possible. All purchases made with Petty Cash are subject to the requirements and restrictions outlined in the Village's Policy, as well as the Petty Cash Procedures and Acceptable Use Guidelines. Petty Cash transactions are subject to public disclosure under the Freedom of Information Act (the "FOIA").

I. PETTY CASH PROCEDURES AND ACCEPTABLE USE GUIDELINES

13.01 Acceptable Use Guidelines

All Petty Cash purchases must conform with the Village's Policy, including, but not limited to, the following:

- A. Purchasing only items necessary to meet an immediate need.
- B. Avoid unauthorized purchases.
- C. Keeping purchases within budget limits.
- D. Compliance with Federal, State, and Village statutes, ordinances, rules, policies, and procedures.
- E. Ensuring that Petty Cash payments are not split in a manner that violates the Village's Procurement Policy.
- F. Ensuring that purchases do not include any taxes, such as sales tax, from which the Village is exempt.
- G. All transactions made with Petty Cash are subject to disclosure pursuant to the Illinois Freedom of Information Act.

13.02 Petty Cash Limits

The Petty Cash limit per transaction is \$100. Any purchase exceeding the limit cannot be made with petty cash.

13.03 Restrictions

The following payments from Petty Cash are prohibited:

- A. Cash advances
- B. Unapproved purchases of a personal nature
- C. Reimbursements exceeding the Petty Cash per transactional limit.



13.04 Procedures

A. Petty Cash Disbursement Procedures:

1. Procedures *before* Purchase:

- a. Ensure that sufficient funds are available in your department budget before making a purchase.
- b. Purchase the most economical item that meets the immediate need.
- c. Ensure that the purchase does not include sales tax. Illinois Department of Revenue "IDOR" sales tax exemption certificate may be obtained from the Chief Financial Officer.
- d. Obtain a receipt for your purchase. You will need to turn in the original receipt to the Chief Financial Officer.

2. Procedures *after* Purchase:

- a. Complete the "Petty Cash Request Form". The following must be included on the form:
 - i. Date of purchase;
 - ii. Amount requested;
 - iii. Requestor department;
 - iv. Account code and the following information:
 - v. Description of purchase and purpose;
 - vi. Requestor name and signature;
 - vii. Approver name and signature;



SECTION 14: Qualifications Based Selection (QBS) Policy - Federally Funded Consultant Services

The Village of Willowbrook has adopted a Qualifications Based Selection Policy. The following policy will be used when the Village has to procure, through a Request for Proposal (RFP), architectural, engineering, land surveying, and construction management services in an amount greater than \$25,000 that is federally funded. QBS is not required for state funded projects because IDOT allows for home rule exemption.

The Village of Willowbrook (the "Village") receives federal funds, which may be used to fund the architectural, engineering, land surveying, and construction management services of specific projects. For any phase of a project utilizing federal funding or funding from an agency with a mandated QBS policy, this section of the Policy must be followed. The Village's written policies and procedures as described herein for QBS meet the requirements of 23 CFR 172 and the Brooks Act.

1. Initial Administration:

The Village QBS policy assigns responsibilities to the following staff members: the Village Administrator's designee, Director of Community Development, and Civil Engineers/Project Managers for the procurement, management, and administration for consultant services.

2. Written Policy

The Village's adopted QBS written policies and procedures substantially follow Section 5-5 of the BLRS Manual and specifically Section 5-5.06(e); therefore, approval from IDOT is not required.

3. Project Description

The Village will use the following five (5) items when developing the project description and may include additional items when unique circumstances exist:

- a) Describe in general terms the need, purpose, and objective of the project;
- b) Identify the various project components;
- c) Establish the desired timetable;
- d) Identify any expected or potential issues or unusual components;
- e) Minimum qualifications
- f) If available, determine the total project budget.

4. Public Notice:

The Village will post an announcement on the Village's website or publish an ad in a newspaper with appropriate circulation. The item will be advertised for at least 14 days prior to the acceptance of proposals, and at least twice in the newspaper or on continuous display on our website.

5. Conflict of Interest:

The Village will require consultants to submit a disclosure statement with their procedures. The Village requires the use of the IDOT BDE DISC 2 Template as their conflict of interest form.

6. Suspension and Debarment:

The Village will use SAM Exclusions and IDOT's CPO's website to verify suspensions and debarments actions to ensure the eligibility of firms short listed and selected for projects.



7. Evaluation Factors:

The Village allows the staff to set the evaluation factors for each project, but must include a minimum of four criterion and stay within the established weighting range. Project specific evaluation factors will be included at a minimum in the Request for Proposals.

Criteria and weighting per the City's QBS procedures:

- a. Technical Project Approach (10-30%)
- b. Firm Experience (10-30%)
- c. Specialized Expertise (10-30%)
- d. Staff Capabilities (Prime/Sub) (10-30%)
- e. Work Load Capacity (10-30%)
- f. Past Performance (10-30%)

The following shall not be used as a factor in the evaluation, ranking and selection:

- a) All pricing and cost-related items including: cost proposals, direct salaries/wage rates, indirect costs (overhead), and other direct costs
- b) Local presence.

8. Selection Process:

- a. The Village will require a selection committee made up of no less than three (3) persons. The selection committee members may include members of the Community Development Department, Public Works Department, and Village Administrator's Office, as selected by the department directors. The selection committee members must certify that they do not have a conflict of interest. The selection committee will determine the criteria and weighting for the evaluation before the proposals are opened. The Village requires each member of the selection committee to provide an independent score for each proposal using a form substantially similar to that shown below prior to the selection committee meeting.

Criteria	Weighting	Points	Firm A	Firm B
Total				

The selection committee members' scores are averaged for a committee score, which is used to establish a short list of up to three (3) firms. The committee score is adjusted by the committee based on group discussion and information gained from presentations and interviews, if conducted, to develop a final ranking.

9. Independent Estimate:

The Village will prepare an independent in-house estimate for the project prior to contract negotiation. The estimate is to be used in the negotiation process.



10. Contract Negotiation:

The Village requires a one- or two-person team to negotiate with the top-ranked firm. The team consists of the Purchasing Division and/or the Community Development Director or his/her designee(s).

If an agreement is reached on the scope of services, fee, and schedule, the Community Development Department shall present a recommendation to the Village Board for consideration and approval. After Village Board approval, the consultant will receive a notice to proceed following the submittal of the necessary agreements to IDOT for review.

If agreement cannot be reached on the scope of services, fee, and schedule with the top-ranked firm, the Village may terminate negotiations and continue the process with the second-ranked firm, and if required, the third-ranked firm. If an agreement cannot be reached with any of the firms, staff will reevaluate the scope of services and solicit new proposals for a revised scope of work.

11. Acceptable Costs:

The Village requires the Village Administrator's Office or a designated engineer to review the contract costs and the indirect cost rates to ensure they are compliant with Federal cost principles prior to submission to IDOT.

12. Invoice Processing:

The Village requires the Project Manager assigned to any project using federal funds to review and approve all invoices prior to payment and submission to IDOT for reimbursement.

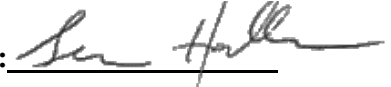
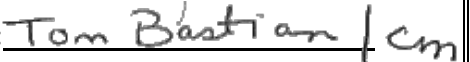
13. Project Administration:

The Village requires the assigned Project Manager to monitor work on the project in accordance with the contract and to file reports with the Village Engineer/Village Administrator's Office. The Village procedures require an evaluation of the firm's work at the end of each project and maintain the files. The Village follows IDOT's requirements and will submit BLRS Form 05613 to the IDOT at contract close-out along with the final invoice.



VILLAGE OF WILLOWBROOK**BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A Motion To Approve The Calendar Year 2021 Payment To The Intergovernmental Risk Management Agency (IRMA) And Distribution Of The Credit Amount To Eligible Employees, In Accordance With The Village Employee Safety Incentive Program Policy

AGENDA NO. 7.g.**AGENDA DATE:** 03/14/22**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:****YES** ☐**NO** ☐**N/A** ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

Willowbrook is a member of the Intergovernmental Risk Management Agency (IRMA), which provides liability and workers' compensation insurance to a group of municipal members. An annual premium notice is issued each year in December based upon each member's revenues and claims experience. In accordance with the Village's Personnel Manual, Appendix L, any premium credit amount earned based on the experience modifier is intended to be distributed to employees as a safety incentive upon approval by the Board of Trustees. The Safety Incentive Program began in 1985.

Generally, all full-time employees for the most recent, full claim year have received the incentive, along with certain part-time employees as long as they comply with the eligibility requirement outlined in the Personnel Manual. As part of this policy, the Board approves the Safety Incentive Dividend. The Experience Modifier that is shown in Exhibit A is \$20,705, which will be split out evenly amongst active employees. Based on the eligible employees, each eligible employee's full share would be \$667.90.

A summary of the premium, surplus fund, and total payments is attached.

ACTION PROPOSED: Pass the Motion.



December 14, 2021

Village of Willowbrook

STATEMENT OF 2022 ANNUAL CONTRIBUTION

Initial Contribution computed at a rate of \$2.183 per \$100 of five-year average Revenue Base	\$251,206
Plus or Minus: Loss Fund Adjustments	
Plus or Minus: the Experience Modifier -8.24%	(\$20,705)
2022 Contribution Before Optional Deductible Credit	\$230,501
Credit for Deductible of \$10,000	(\$23,050)
2022 Annual Contribution Due	\$207,451
Plus: Members Reserve due	
Total Contribution Plus Reserve	\$207,451
Excess Surplus Credit Available (can be used to pay all or part of the contribution)	\$1,454,408

Please make checks payable to Intergovernmental Risk Management Agency and enclose the completed and signed Statement of Payment. If you prefer to pay by wire transfer or ACH, contact us and we'll send the instructions. As part of our internal controls, we need the signed Statement of Payment either returned with the check, faxed to 708-236-6371, or emailed to ashlim@irmarisk.org

Payment is due on or before February 1, 2022. According to Bylaw Article IV Section 4.01, any payments which are more than fifteen days late shall incur an interest penalty fee equal to 1% per month or portion thereof. **Please do not make your payment prior to January 1st.**

An option is available for members choosing a deductible higher than the \$2,500 minimum to pay the contribution amount before the optional deductible credit and place the optional deductible amount in a reserve fund with IRMA. See the Optional Deductible Credit Reserve Fund Policy for more information.

Members may enter into an Installment Payment Agreement, per Bylaws Section 3.02. Please contact Ashli for additional information.

Ashli Motyka
Director, Financial Services & Administration
(708) 236-6371



STATEMENT OF PAYMENT 2022 CONTRIBUTION

Member: Village of Willowbrook

Invoice # 202167

Due: February 1, 2022

Excess Surplus Credit available that can be applied to contribution: (\$1,296,043)

\$207,451

Member's 2022 Annual Contribution Due

Members Reserve Due

() Amount of Excess Surplus Credit applied to payment

+ Amount of Optional Deductible Credit to be deposited to the
Optional Deductible Credit Reserve Fund max of : \$23,050

Net Cash Payment for 2022 Contribution/Reserve

Method of payment ☐ ACH ☐ Wire transfer ☐ Check

SIGNATURE

DATE

PRINTED NAME

TITLE

Members can choose to receive a combination of a credit/check up to a maximum of their Excess Surplus Credit Available. Any remaining funds will be carried over for future years and earn investment income at the same rate as IRMA's investment portfolio. Please send a separate request for any excess surplus refunds to be paid out by check.

If you have any questions, contact Ashli Motyka at (708) 236-6371 or ashlim@irmarisk.org

Please return this copy with your payment for proper credit, or if paying electronically, scan and either fax to 708-236-6371 or email to ashlim@irmarisk.org. IRMA's financial auditors verify that we have these completed sheets on file.

VILLAGE OF WILLOWBROOK

COMMITTEE OF THE WHOLE

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TAX INCREMENT FINANCING DISTRICT ("TIF") CONSULTANT SERVICES AGREEMENT BY AND BETWEEN KANE, MCKENNA AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK TO COMPLETE A REDEVELOPMENT PLAN AND PROJECT FOR THE IMPLEMENTATION OF A TIF DISTRICT

AGENDA NO. 7.h.

AGENDA DATE: 03/14/22

STAFF REVIEW: Brian Pabst, Village Administrator.

SIGNATURE: B. Pabst

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: Tom Bastian / cm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. PabstREVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒

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

During the July 26, 2021 Board of Trustees meeting, the Village Administrator described the potential Tax Increment Financing District (TIF) in the southeastern portion of the Village. On December 20, 2021, the Village held a Public Hearing to further identify any public concerns and obtain input. In order to address some of the concerns, it was deemed necessary to make modifications to the TIF Eligibility Study and Report and the corresponding TIF Redevelopment Plan.

The changes were made in response to public input received, and included minor changes like correcting the date of adoption of the Village's Comprehensive Plan; and substantial changes e.g. removing the Village's use of eminent domain for residential properties, incorporating portions of Route 83 in order to have the ability to use TIF funding for Village owned utilities underneath, modifying the legal description, assisting with financial analysis related to the impact study for various stakeholders, developing a projected revenue timeline to enable staff and the Board to plan accordingly, modifying both the TIF Eligibility Study and Report and the Redevelopment Plan and Project for the Willowbrook Redevelopment Corridor TIF District etc.

The above duties are outside the original scope of our contract with Kane McKenna and Associates, Inc. and therefore necessitate the approval of this engagement letter. As with other professional services e.g. engineering, legal, etc., we are recommending approval of hourly rates. If the TIF District is approved, proceeds can be used to pay for these contractual expenses and prior work completed by various contractors as a part of the TIF formation.

ACTION PROPOSED: Adopt the attached Resolution.

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TAX INCREMENT
FINANCING DISTRICT (“TIF”) CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN KANE, MCKENNA AND ASSOCIATES, INC. AND THE
VILLAGE OF WILLOWBROOK TO COMPLETE A REDEVELOPMENT PLAN
AND PROJECT FOR THE IMPLEMENTATION OF A TIF DISTRICT**

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, (65 ILCS 5/11-74.4-1 *et seq.*), the Village of Willowbrook, DuPage County, Illinois, (the “Village”) is authorized to develop and approve a redevelopment plan for and to designate redevelopment project areas and adopt tax increment allocation financing therefor; and

WHEREAS, the Village previously investigated the feasibility of creating a tax increment financing district in the Village of Willowbrook; and

WHEREAS, the corporate authorities of the Village previously approved a consultant services agreement with Kane, McKenna & Associates, Inc. to provide professional services to the Village with respect to the proposed TIF District; and

WHEREAS, due to the professional skills required to study, evaluate and author feasibility studies and related services to the Village, in the proposed area designated as a tax increment financing district (TIF), it is, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, advisable, necessary and in the public interest that the Village approve a supplemental consultant services agreement with Kane McKenna & Associates, Inc.; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is advisable, necessary and in the public interest that the Village of Willowbrook enter into a supplemental consultant services agreement with Kane, McKenna and Associates,

Inc., to provide professional services to the Village upon the terms and conditions and fees, all as set forth on Exhibit “A, attached hereto and made a part hereof.

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

SECTION 1: It is hereby determined that, due to professional skills required to study and evaluate a proposed tax increment financing district within the Village, it is advisable, necessary and in the public interest that the Village of Willowbrook enter into a supplemental consultant services agreement with Kane, McKenna and Associates, Inc. for professional consulting services for a redevelopment plan and project for the implementation of a tax increment financing district, upon the terms, conditions and fees, all as set forth on Exhibit “A”, attached hereto and made a part hereof.

SECTION 2: The Mayor of the Village be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the supplemental consultant services agreement between the Village of Willowbrook and Kane, McKenna and Associates, Inc. in substantially the form attached hereto as Exhibit “A”, which Agreement is hereby approved.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SECTION 3: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

Exhibit “A”

**SUPPLEMENTAL CONSULTANT SERVICES AGREEMENT
WITH
KANE, MCKENNA AND ASSOCIATES, INC.**

March 2, 2022



Honorable Frank A. Trilla
Mayor
Mr. Brian Pabst, Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Dear Mayor Trilla and Administrator Pabst:

Pursuant to our discussions Kane, McKenna and Associates, Inc. ("KMA") is prepared to continue to assist the Village of Willowbrook (the "Village") to investigate the designation of a TIF District for the redevelopment of the M-1 and office research districts within the Village (the "Property"). KMA has completed Phase I and II below and is now working on Phase III.

Kane, McKenna and Associates, Inc., has and will provide the following services to the Village with respect to the Property as and when indicated by the Village.

PHASE I – TIF AND RELATED ECONOMIC DEVELOPMENT SERVICES

- 1) Assist Village in investigating the desirability and feasibility of utilizing Tax Increment Financing ("TIF") or other appropriate economic development incentives and funding for the Property.
- 2) Evaluate various methods of achieving Village's goals of reduced funding costs and achieving appropriate public participation in the financing of the Property including, but not limited to, the use of incremental property and other taxes (if applicable).
- 3) Prepare preliminary estimates of incremental revenues and supportable public debt, as necessary.

Honorable Frank A. Trilla
Mr. Brian Pabst
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- 4) Review the characteristics of the Property area in order to recommend the specific boundaries for one or more TIF Districts or other economic development programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- 5) Advise Village regarding the most economical public financing strategy for the Property.
- 6) Prepare, for presentation to the Village, incremental revenue projections and prepare financing alternatives. Identify eligible public improvements and other activities as well as potential public financing options.

Prepare a formal eligibility report regarding the applicability of amending and/or implementing a TIF District or other economic development programs and which recommends boundaries based upon the applicable law.

At a minimum, the report will include the following:

- a. Establish preliminary TIF Area boundaries.
- b. Prepare survey analysis and identify necessary documentation to back up findings.

The following services will be performed only upon written consent from the Village.

PHASE II – COMPLETE REDEVELOPMENT PLAN AND PROJECT

Upon Village direction, KMA will complete the redevelopment plan and project as required by law for the amendment and/or implementation of a TIF District or other economic development programs. Among other elements the redevelopment plan prepared will include:

- 1) A statement of redevelopment goals and objectives.
- 2) Examination of qualification factors and presentation of rationale for basis under which the TIF District or other economic development programs are to be justified under State law.

Honorable Frank A. Trilla

Mr. Brian Pabst

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March 2, 2022



- 3) A statement of eligible redevelopment activities the Village may implement under the plan and a statement that the plan will conform to the Village's Comprehensive Plan and any future amendments.
- 4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- 5) A detailed discussion of impediments to the successful redevelopment of the Property area and the measures the Village could undertake to eliminate such barriers to promote economic revitalization within the Project area.
- 6) Assist Village by participating in required public hearings, Joint Review Board meetings or other required meetings, as well as helping to insure preparation and execution of proper notification as required for all meetings.
- 7) Assist the Village by participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. KMA will help Village to follow the procedures for such gatherings as required by State law.
- 8) Work with the Village's counsel to meet all the requirements of Illinois law so to insure proper amendment and/or establishment of the TIF District or other economic development programs.
- 9) Assist Village's counsel in preparation of the appropriate ordinances required for adoption of the redevelopment plan and project by the Village whether amending and/or implementing a TIF District or other economic development programs.
- 10) Assist Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to provide legal standing for amending and/or implementation of a TIF District or other economic development programs.

Note: This task does not include preparation of a housing impact study or public meeting. In the event such work is necessary, this agreement would need to be amended.

Honorable Frank A. Trilla
Mr. Brian Pabst
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March 2, 2022



PHASE III – REDEVELOPMENT AGREEMENTS, PLAN AND PROJECT IMPLEMENTATION

KMA will assist the Village, as requested, in the implementation of a strategy to facilitate financing for projects using TIF or other economic development programs. Services that will be provided include:

- 1) Arrange and attend meetings with the Village pertinent to the negotiation of any redevelopment agreements or projects.
- 2) Provide assistance and information necessary for resolution of any redevelopment agreement related issues faced by the Village.
- 3) Work with the Village regarding the most feasible economic public financing strategy for any public improvements or other needs in the proposed Project. Work with Village regarding preparation of “But For” arguments related to potential development proposals under TIF or other economic development programs.
- 4) Assist the Village in drafting and/or redrafting any redevelopment agreements for presentation and negotiations with the Village and otherwise perform all duties necessary to facilitate any required agreements on behalf of Village.
- 5) Estimate anticipated incremental revenue projections to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development Project’s characteristics and potential.
- 6) Provide the Village with recommendations regarding proposed revenue/costs projections and the potential funding advantages and disadvantages of various public financing strategies.

Honorable Frank A. Trilla
Mr. Brian Pabst
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PHASE IV – FINANCIAL ADVISORY SERVICES

KMA (and its affiliate Kane, McKenna Capital, Inc.), will assist the Village, as requested, in the implementation of financing relating to capital improvements and other eligible activities undertaken using TIF or other economic development programs.

COMPENSATION FOR SERVICES

The Village shall be billed monthly for services at the following rates per hour:

<u>Personnel</u>	<u>Hourly Rates</u>
Chairman/President	\$200.00/Hour
Executive/Senior Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

Out of pocket expenses related to any large mailing, newspaper publication, or the preparation of legal descriptions is not included in the hourly fees. No other fees will be charged for local travel, or other normal expenses.

The amounts required thus far for the three phases include certain changes in boundaries, parcels, and land uses and the related changes in documents and increases in meetings. The process involved in setting up a TIF District includes provisions for a Joint Review Board and a Public Hearing and these processes need to be repeated based upon the Village Board's desire to accommodate requests made at the original public hearing.

Honorable Frank A. Trilla
Mr. Brian Pabst
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The Village shall have the right to terminate this Agreement at any time upon five (5) days written notice.

KMA understands that the Village may pass through any or all fees provided in this letter of agreement to a private developer.

Please indicate Village's acceptance of this agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this matter.

Sincerely,

Philip R. McKenna
President

AGREED TO:

Philip R. McKenna, President
Kane, McKenna and Associates, Inc.

3-3-2022

Date

For the Village of Willowbrook, Illinois

Date

VILLAGE OF WILLOWBROOK**BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 7.i.**AGENDA DATE:** 3/14/2022

STAFF REVIEW: Michael Rock, Chief Financial Officer

SIGNATURE: Michael Rock

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: Tom Bastian

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. PabstREVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

On March 23, 2015, the Village issued \$4,930,000 in General Obligation Bonds (Alternate Revenue Source) to fund the renovation of the police department, to re-paint one of the Village's three water towers, and to refund a portion of the GO (ARS) Bonds, Series 2008. The bond is secured by water fund revenues and income tax receipts. At any time, if water fund revenues and income tax receipts were not sufficient to pay the debt service, the Village could levy a property tax to pay for the annual debt service. The debt service payment will be included in the FY 2022/23 budget.

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

With the passage of the March 23, 2015 ordinance, every year the DuPage County Clerk automatically prepares an annual property tax levy extension for the payment of the bond debt service unless an annual tax abatement ordinance is filed with the Clerk's office. The Village Board will pass an ordinance such as this one each year until the bonds are paid off in 2034.

ACTION PROPOSED:

Pass the Ordinance abating the taxes levied for the year 2021 to pay the principal and interest on the \$4,930,000 General Obligation Bonds.

ORDINANCE NO. 22-O-__

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY THE
PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK,
DU PAGE COUNTY, ILLINOIS

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois (the "VILLAGE"), by Ordinance Number 15-O-06, passed on March 23, 2015 (the "BOND ORDINANCE"), did provide for the issue of \$4,930,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 (the "BONDS"), and the levy of a direct annual tax sufficient to pay principal and interest on the BONDS, and in particular, taxes were levied in the amount of \$342,750.00 for the year 2021 for the BONDS; and

WHEREAS, the Village has the Pledged Revenues (as defined in the BOND ORDINANCE) in the appropriate account or fund pursuant to the BOND ORDINANCE for the purpose of paying the principal and interest on the BONDS up to and including December 30, 2022; and

WHEREAS, it is necessary and in the best interest of the VILLAGE that the tax heretofore levied for the year 2021 to pay such debt service on the BONDS be abated.

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

SECTION ONE: The tax heretofore levied for the year 2021 in the BOND ORDINANCE is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

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

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 14th day of March 2022.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of DuPage County, Illinois, and as such official I do further certify that on the _____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

duly passed by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, on the 14th day of March 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2022.

County Clerk of DuPage County, Illinois

[SEAL]

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

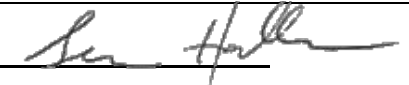
ITEM TITLE:

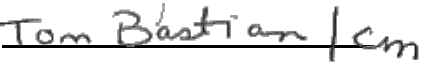
AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO SECTION 1-7-6 AND SECTION 1-7-7

AGENDA NO. 8.

AGENDA DATE: 03/14/22

STAFF REVIEW: Sean Halloran, Asst. Village Administrator

SIGNATURE:

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☐ N/A ☒
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

In the fall of 2021, staff outlined several changes to the Parks and Recreation division, including the hiring of a Recreational Services Coordinator, transferring the Active Adults Program (aka Senior Club) from the Burr Ridge Park District to the Village, and updating the Burr Ridge Park District agreement. As part of these changes, the Parks and Recreation division will see an increased level of activity with regard to events for Community Events, Special Events, and the Active Adults Program. These events vary in costs due to the difference in each event. As of right now, staff does not have the authority to levy these types of fees. Moving forward, staff is asking the Board to update the code by inserting the following language:

"The Village Administrator, after consulting with the Recreation Services Coordinator for the Village, is authorized and directed to establish fees and deposits for the use of Village park lands, outdoor facilities including, but not limited to, fees, costs and charges, associated group activities, trips, and all other parks and recreation sponsored activities."

The intent of this language is to charge the costs of the event plus staff time and any other direct or indirect costs into the fee.

While staff continues to evaluate existing service levels, it has been apparent there is a gap within the hiring authority for the Village Administrator. To provide clarity and transparency for staff and the Board of Trustees, staff is recommending the following language to define the Village Administrator's role:

"Except as otherwise may be provided by the Village Code of Ordinances, such as employees and officers that are appointed by the Mayor with the advice and consent of the Village Board of Trustees, and except for the appointment and removal of the Village Police Chief and Deputy Police Chief(s), and those Village employees and officers where appointment and discharge is under the jurisdiction of the Village Board of Police Commissioners, the Village Administrator and Mayor shall be responsible for and have the authority to recruit, interview, employ, promote, discipline or terminate all other Village employees. All such hirings and appointments made by the Village Administrator and Mayor shall be based upon the merit and qualifications of such officers and employees, without regard to political belief or affiliation. Any authorized discharge of an employee or officer by the Village Administrator and Mayor shall be reported to the Village Board of Trustees at or prior to the next regularly scheduled meeting of the Mayor and Board of Trustees."

For further reference, the hiring responsibilities are as follows:

Mayor and Village Administrator	Mayor and Board
Assistant to the Village Administrator	Village Administrator
Any Deputy position	All Department Directors
Deputy Clerk/Exec Asst.	Deputy Police Chief
Public Services Coordinator	Police Officers
PW Laborers	
Receptionist	

ACTION PROPOSED: Pass the Ordinance

ORDINANCE NO. 22-O-_____

AN ORDINANCE AMENDING CHAPTER 7 ENTITLED “VILLAGE ADMINISTRATOR” OF TITLE 1 ENTITLED “ADMINISTRATIVE” OF THE VILLAGE CODE OF ORDINANCES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO SECTION 1-7-6 AND SECTION 1-7-7

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

SECTION 1: Chapter 7 entitled “Village Administrator” of Title 1 entitled “Administrative”, as amended, is hereby further amended by adding thereto Section 1-7-6 entitled “Fees: Parks and Recreation”, to read as follows:

“1-7-6 Fees: Parks and Recreation.

The Village Administrator, after consulting with the Recreation Services Coordinator for the Village, is authorized and directed to establish fees and deposits for the use of Village park lands, outdoor facilities including, but not limited to, fees, costs and charges, associated group activities, trips, and all other parks and recreation sponsored activities.”

SECTION 2: Chapter 7 entitled “Village Administrator” of Title 1 entitled “Administrative”, as amended, is hereby further amended by adding thereto Section 1-7-7 entitled “Appointment and Removal of Employees and Officers”, to read as follows:

“1-7-7: Appointment, Promotion, and Discharge of Village Employees and Officers.

Except as otherwise may be provided by the Village Code of Ordinances, such as employees and officers that are appointed by the Mayor with the advice and consent of the Village Board of Trustees, and except for the appointment and removal of the Village Police Chief and Deputy Police Chief(s), and those Village employees and officers where appointment and discharge is under the jurisdiction of the Village Board of Police Commissioners, the Village Administrator and Mayor shall be responsible for and have the authority to recruit, interview, employ, promote, discipline or terminate all other Village employees. All such hirings and appointments made by the Village Administrator and Mayor shall be based upon the merit and qualifications of such officers and employees, without regard to political belief or affiliation. Any authorized discharge of an employee or officer by the Village Administrator and Mayor shall be reported to the Village Board of Trustees at or prior to the next regularly scheduled meeting of the Mayor and Board of Trustees.”

SECTION 3: Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of said conflict.

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

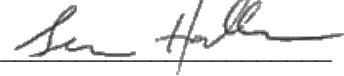
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING TITLE 6 ENTITLED "HEALTH AND SANITATION" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

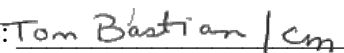
AGENDA NO. 9.

AGENDA DATE: 03/14/22

STAFF REVIEW: Sean Halloran, Assistant 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 COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

As part of Village staff's review of the municipal code, staff identified several issues within Title 6. This area of the code doesn't reflect the community's current needs concerning health and nuisances. Several of the chapters are antiquated and fail to reflect the Village in its current condition. The analysis of the code was performed by staff, the Village Attorney, and members of the Law and Ordinance Committee, which consisted of evaluating the Village's needs and neighboring municipalities.

Throughout this research, it was found that the Village's codes are inconsistent and ineffective.

From this evaluation, staff attempted to strengthen its ability to enforce its codes that pertain to food safety and quality of life. For example, staff is proposing to modernize the code by updating all nuisance language relative to the Village. Furthermore, staff is defining and consolidating other sections of the code into Title 6.

Lastly, staff's recommendation of the following regulations is to modernize the code and streamline the enforcement measures. As part of this recommendation, staff is removing five chapters of regulations.

Above is a brief overview

EXISTING	PROPOSED
TITLE 6 HEALTH AND SANITATION	TITLE 6 HEALTH AND SANITATION HEALTH, NUISANCES
<u>CHAPTER 1. FOOD ADULTERATION</u>	<u>CHAPTER 1. FOOD ADULTERATION</u> HEALTH CODE
<u>CHAPTER 2 BAKERIES</u>	<u>CHAPTER 2 BAKERIES</u> NUISANCES
<u>CHAPTER 3 CONFECTIONERY MANUFACTURE</u>	<u>CHAPTER 3 CONFECTIONERY MANUFACTURE</u> NOISE CONTROL
<u>CHAPTER 4 GROCERY STORES</u>	<u>CHAPTER 4 GROCERY STORES</u> LANDSCAPE WASTE DISPOSAL
<u>CHAPTER 5 RESTAURANTS</u>	<u>CHAPTER 5 RESTAURANTS</u> DISRUPTIONS OF UTILITY SERVICE
<u>CHAPTER 6 SCAVENGERS</u>	<u>CHAPTER 6 SCAVENGERS*</u> RESERVE.
<u>CHAPTER 7 OPEN BURNING</u>	<u>CHAPTER 7 OPEN BURNING*</u> RESERVE.
<u>CHAPTER 8 WATER SERVICE</u>	<u>CHAPTER 8 WATER SERVICE*</u> RESERVE.
<u>CHAPTER 9 RESIDENTIAL COMPOSTING</u>	<u>CHAPTER 9 RESIDENTIAL COMPOSTING*</u> RESERVE.
<u>CHAPTER 10 SMOKING</u>	<u>CHAPTER 10 SMOKING*</u> RESERVE.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE AMENDING TITLE 6 ENTITLED “HEALTH AND SANITATION”
OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Willowbrook Laws and Ordinance Committee, in conjunction with Village staff, has undertaken a comprehensive review of Title 6 entitled “Health and Sanitation” of the Village Code of Ordinances; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village of Willowbrook to amend Title 6 of the Village Code of Ordinances entitled “Health and Sanitation”, in its entirety, as set forth on Exhibit “A” attached hereto and expressly made a part hereof.

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 foregoing recitals are found to be true and correct and adopted as the findings of the corporate authorities of the Village as if fully recited herein.

SECTION 2: Title 6 entitled “Health and Sanitation” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended in its entirety to read as set forth on Exhibit “A”, attached hereto and expressly incorporated herein.

SECTION 3: Any ordinance or resolution, or portion of any ordinance or resolution, in conflict with the provisions of this ordinance, is expressly repealed solely to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after ten (10) days after its passage, approval and publication in the manner provided by law.

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as

follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**TITLE VI
“HEALTH AND SANITATION”**

TITLE 6 DRAFT PROPOSAL

EXISTING	PROPOSED
TITLE 6 HEALTH AND SANITATION	TITLE 6 HEALTH AND SANITATION HEALTH CODE, NUISANCES
<u>CHAPTER 1. FOOD ADULTERATION</u>	<u>CHAPTER 1. FOOD ADULTERATION HEALTH CODE</u>
<u>CHAPTER 2 BAKERIES</u>	<u>CHAPTER 2 BAKERIES NUISANCES</u>
<u>CHAPTER 3 CONFECTIONERY MANUFACTURE</u>	<u>CHAPTER 3 CONFECTIONERY MANUFACTURE NOISE CONTROL</u>
<u>CHAPTER 4 GROCERY STORES</u>	<u>CHAPTER 4 GROCERY STORES LANDSCAPE WASTE DISPOSAL</u>
<u>CHAPTER 5 RESTAURANTS</u>	<u>CHAPTER 5 RESTAURANTS DISRUPTIONS OF UTILITY SERVICE</u>
<u>CHAPTER 6 SCAVENGERS</u>	<u>CHAPTER 6 SCAVENGERS* RESERVE.</u>
<u>CHAPTER 7 OPEN BURNING</u>	<u>CHAPTER 7 OPEN BURNING* RESERVE.</u>
<u>CHAPTER 8 WATER SERVICE</u>	<u>CHAPTER 8 WATER SERVICE* RESERVE.</u>
<u>CHAPTER 9 RESIDENTIAL COMPOSTING</u>	<u>CHAPTER 9 RESIDENTIAL COMPOSTING* RESERVE.</u>
<u>CHAPTER 10 SMOKING</u>	<u>CHAPTER 10 SMOKING* RESERVE.</u>

EXISTING: CHAPTER 1 – ~~FOOD ADULTERATION~~

6-1-1: DEFINITIONS:

~~ADULTERATION: For the purpose of this title, an article shall be deemed to be adulterated:~~

~~—(A)— In case of confectionery, if it contains terra-alba, barytes, talc, chrome-yellow, paraffin, mineral fillers, poisonous color or flavor, any ingredient deleterious or detrimental to health, or any vinous, malt or spirituous liquor or compound or narcotic drug.~~

~~—(B)— In case of food:~~

~~—1.— If any substance has been mixed or packed with it so as to reduce or injuriously affect its quality, strength or purity.~~

~~—2.— If any substance has been substituted wholly or in part for the article.~~

~~—3.— If any valuable constituent of the article has been wholly or in part abstracted; provided, that in the manufacture or processing of skimmed milk or separated cheese, the whole or part of the butter fats in the milk may be abstracted.~~

~~—4.— If it be mixed, colored, powdered, coated, polished or stained in any manner whereby damage or inferiority is concealed or the article is made to appear better or of greater value than it really is.~~

~~—5.— If it contains any added poisonous or otherwise deleterious ingredient which may render such article injurious to health.~~

~~—6.— If it consists in whole or in part of a filthy, infected, tainted or decayed animal or vegetable substance or any portion of any animal unfit for food, whether manufactured or not, or if it is the product of a diseased animal or one that has died otherwise than by slaughter.~~

~~FOOD: The term "food" as used in this title shall include every article used for food or drink by man or animals, whether simple or compounded, and any substance used as a constituent in the manufacture thereof.~~

~~MISBRANDED: The term "misbranded" as used herein, shall apply to all articles of food or drink the packages or labels of which shall bear any statement, design or device regarding such article or the ingredients or substance contained therein which is false or misleading in any particular; it shall also apply to any such products which are falsely branded as to the manufacturer, packer or dealer who sells the same, or as to the State, territory or country in which it is manufactured or produced. (Ord. 61-O-44, 1961)~~

6-1-2: MISBRANDING:

~~For the purpose of this chapter, an article shall be deemed to be misbranded:~~

~~—(A)— If it be an imitation of or offered for sale under the name of another article.~~

~~—(B)— If it be labeled or branded so as to deceive or mislead the purchaser, or purport to be a foreign product when not so, or if the contents of the package as originally put up have been removed, in whole or in part, and other contents substituted.~~

~~—(C)— If the package containing it or its label shall bear any statement, design or device regarding the ingredients or the substances contained therein, which statement, design or device is false or misleading in any particular.~~

~~—(D) If the grade or quality of articles of food be falsely represented. The terms, double, triple, etc., shall mean two (2) or three (3) times, respectively, the food value required by standard. (Ord. 61-O-44, 1961)~~

6-1-3: INSUFFICIENT LABELING:

~~An article shall be deemed to be insufficiently labeled if the package, bottle or container does not bear the name of the real manufacturer or jobber, the true grade or class of the product, and the true net weight or volume of the contents or the capacity or trade size of the container. (Ord. 61-O-44, 1961)~~

6-1-4: LABELS:

~~The label on any bottle, package or container of food, as defined herein shall correspond in size and content with that required by State or Federal law. It shall be unlawful to deface, change, erase or remove, with intent to mislead or deceive, any mark, label or brand required by law. (Ord. 61-O-44, 1961)~~

6-1-5: COMPOUNDS:

~~Compounds shall be labeled with the true name of the ingredients, as "Cane and Maple Syrup", etc., and the ingredient which predominates shall be named first. (Ord. 61-O-44, 1961)~~

6-1-6: PRESERVATIVES AND COLORING MATTER:

~~Standard preservatives are salt, sugar, vinegar, spices and their essential oils, wood smoke, edible oils and fats, and alcohol.~~

~~The use, in food products, of any other preservative, antiseptic substance or coloring matter, or of any substance which preserves or enhances the natural color of a food product, is prohibited:~~

~~—(A) If it is poisonous or injurious to health, under the conditions of its use in foods. Among such substances are fluorides, betanaphthol, formaldehyde, salts of copper, salicylic acid and its salts, boric acid and its salts, sulphurous acid and its salts, benzoic acid and its salts, saccharine and sodium sulphite. The use of one-tenth of one percent (0.1%) of benzoate of soda is allowed if the amount is clearly stated on bottle or label.~~

~~—(B) If it is not one of the harmful vegetable colors or coal tar colors permitted and approved by the United States Department of Agriculture or by State Statute.~~

~~Coloring matter, when added to any article of food (except butter, cheese and confectionery) shall be clearly indicated on the front of the packages by the words, "Artificially Colored", "Vegetable Coloring", etc. (Ord. 61-O-44, 1961)~~

6-1-7: STANDARDS:

~~The standards and requirements relating to the making, labeling and sale of butter, renovated butter, oleo margarine, cheese, lard compounds, lard substitutes, imitation extracts, jellies, jams and all other articles of food sold or offered for sale in the Village shall, unless otherwise provided for by ordinance, conform to such standards and requirements as are prescribed by the State Dairy and Food Laws and amendments thereto. (Ord. 61-O-44, 1961)~~

6-1-8: INSPECTION OF FOOD:

~~The Village or any inspector or agent thereof and any other official of the Village shall have power and authority to open any package, can or vessel containing or supposed to contain any article manufactured, sold or exposed for sale, or held in possession with intent to sell, in violation of the provisions of this chapter, and may inspect the contents thereof and may take samples therefrom for analysis. All parties offering food products for sale shall render to such officers all the assistance in their power, when so requested, in disclosing the presence of any~~

~~article prohibited by law, and in selecting samples of food products as hereinafter provided. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-1-9: SAMPLES, SELECTION:~~

~~The inspector or officer of the Village taking such samples as are provided for in this chapter shall, in case of bulk or broken package goods, upon request of the dealer, divide the same into two (2) equal parts, as nearly as may be, and in case of sealed and unbroken packages, he shall select two (2) of said packages, which two (2) said packages shall constitute the sample taken, and to properly identify the same, he shall, in the presence of the person from whom the same is taken, mark or seal each half or part or package of such sample with a paper seal or otherwise and shall write his name on each part of said sample and also write thereon the date and name of the dealer in whose place of business the sample is found, and at the same time shall give notice to the person from whom said sample was taken, that said sample was obtained for the purpose of chemical examination. One part of said sample shall be taken by the person so procuring the same to an analytical chemist or other competent person appointed for the purpose of making examination or analysis of samples so taken. The person taking such sample shall pay or tender to the person from whom it is taken the value of that part thereof so retained; the other part of said sample shall be delivered to the person from whom said sample is taken. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-1-10: REFUSAL TO ASSIST INSPECTOR:~~

~~It shall be unlawful for any person, his agent, employee or servant to hinder, obstruct or in any way interfere with any inspector or officer of the Village in the performance of his duty or in the exercise of his powers as defined herein, or refuse or fail upon request to assist such inspector or officer in tracing, finding or disclosing the presence of any article of food prohibited by law and in securing samples thereof as provided for in this chapter. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-1-11: SALE OF ADULTERATED, MISBRANDED FOOD:~~

~~It shall be unlawful for any person within the Village to manufacture for sale, produce, offer for sale or sell any drug or article of food which is adulterated, misbranded or insufficiently labeled within the meaning of this chapter. (Ord. 61-O-44, 1961)~~

PROPOSED: CHAPTER 1 – *HEALTH CODE*

6-1-1: ADMINISTRATIVE GENERAL PROVISIONS:

6-1-1-1: PURPOSE:

It is the purpose of this code to enhance and protect public health and safety for education and enforcement of those concerns commonly associated with the occurrence of foodborne illness.

6-1-1-2: POWERS:

The DuPage County Health Inspector is hereby authorized to conduct inspections of businesses and is authorized to enter buildings, structures and premises to enforce the environmental health laws of the Village, County of DuPage and State of Illinois, and to that end shall make such orders, requirements, decisions and determinations as are necessary to the enforcement of the environmental health laws.

6-1-1-3: RULES AND REGULATIONS:

The Village has entered into an intergovernmental agreement for the provision of food and environmental health inspectional services with the DuPage County Health Department which agreement calls for inspections of all food establishments within the Village at least twice a year. The DuPage County Health Department and its officers, agents and employees are hereby designated as the lawfully constituted agents of the Village for all purposes under this Title as fully as if they were employees of the Village

6-1-1-4: INSPECTION OF RECORDS:

The DuPage County Health Inspector, after displaying proper identification, shall be permitted to examine the records of the food establishment to obtain information pertaining to pest control services rendered, employee certifications, and food and supplies purchased, received or used.

6-1-1-5: INSPECTION REPORTS:

Whenever a routine inspection of a food establishment is made, the findings will be recorded in the Food Establishment Inspection Report Form provided by the DuPage County Health Inspector.

6-1-1-7: PENALTIES:

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall, upon a finding of liable or guilty, be fined according to the fine schedule located in Appendix B for each offense. Each day a violation continues shall constitute a separate offense.

6-1-2: DEFINITIONS:

For purposes of following regulations, words shall have the meanings assigned to them in the Village Code with the addition of the following:

Health Inspector: The person meeting the qualifications of a Licensed Environmental Health Practitioner as defined by the Illinois Department of Professional Regulations and designated by the DuPage County Health Department to enforce health regulations pursuant to the Codes and Ordinances of DuPage County.

Imminent Health Hazard: Any hazard to the public health when the evidence is sufficient to show a product or practice posing or contributing to a significant threat of danger to health, creates or may create a public health situation (1) that should be corrected immediately to prevent injury or illness and (2) that should not be permitted to continue including, but not limited to, flooding (including sewer backup), fire, no potable water available under pressure, no electricity, no natural gas, suspected disease transmission from employee(s), operating without a business license.

EXISTING: CHAPTER 2 – BAKERIES

6-2-1: DEFINITION:

~~The word "bakery" shall mean every place used for any process of mixing, compounding or baking, for sale or for the purposes of a restaurant or hotel, any bread, biscuits or other food product of which flour or meal is a principal ingredient; provided, that restaurants in which any of the foregoing food products are mixed and baked in ordinary restaurant kitchen stoves or ranges for consumption in such restaurant only, and kitchens or rooms in dwellings where any of the said food products are mixed and baked in any ordinary kitchen stove or range shall not be considered bakeries. (Ord. 61-O-44, 1961)~~

6-2-2: SANITARY REQUIREMENTS:

~~Every place used as a bakery shall be kept in a clean and sanitary condition as to its floors, sidewalks, ceilings, woodwork, fixtures, furniture, tools, machinery and utensils. All parts of the bakery shall be adequately lighted at all times and shall be ventilated by means of windows, skylights, air shafts, air ducts, or by mechanical apparatus, if necessary, so as to insure a free circulation of fresh air at all times. Such ventilation construction and equipment shall be of such character that a complete change of air in all parts of the bakery may be made at least four (4) times each hour; provided, however, that it shall not be necessary to ventilate at such time or in such manner that the process of mixing or rising of dough will be interfered with or prevented. (Ord. 61-O-44, 1961)~~

6-2-3: FLOOR CONSTRUCTION:

~~The floor of every place used as a bakery, if below the street level, shall be constructed of concrete, cement, asphalt or other impervious material, or of tile laid in cement, which floor may, if desired, be covered with a hardwood floor having tight joints; if above the street level, the floor may be of hardwood with tight joints or may be of any impervious material, as above provided. The angles where the floor and ceiling intersect the wall shall be made and maintained so as to be rat proof. (Ord. 61-O-44, 1961)~~

~~6-2-4: SCREENING FROM FLIES:~~

~~Every bakery shall be kept reasonably free from flies, and the doors, windows and other openings of every such bakery shall, from April 1 to December 1, be fitted with self-closing wire screen doors and wire window screens. All bread and other bakery goods sold or offered for sale as human food shall at all times be so placed, kept or covered that they shall be exposed to the minimum chance of contamination. (Ord. 61-O-44, 1961)~~

~~6-2-5: WALLS, CEILINGS:~~

~~The side walls and ceilings shall be well and smoothly plastered, tiled or sheathed with metal or wood sheathing, and shall be kept in good repair. If made of mill construction with smooth surfaces, such walls and ceilings need not be sheathed or plastered. All walls, ceilings and woodwork shall be kept well painted. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-2-6: PLUMBING, DRAINAGE FACILITIES:~~

~~Every bakery shall be provided with adequate plumbing and drainage facilities, including well ventilated toilets and impermeable wash sinks on iron supports. No toilet compartment shall be in direct communication with a bakery, but may be connected with the bakery by a vestibule connection. (Ord. 61-O-44, 1961)~~

~~6-2-7: SLEEPING FACILITIES; ANIMALS:~~

~~No person shall sleep in any bakery or in the rooms where flour or meal used in connection therewith or the food products made therein are handled or stored. If any sleeping places are located on the same floor as the bakery, they shall be well ventilated, dry and sanitary. No domestic animals shall be permitted in a bakery or place where flour or meal is stored in connection therewith. (Ord. 61-O-44, 1961)~~

~~6-2-8: CLOTHING OF WORKMEN:~~

~~All workmen and employees, while engaged in the manufacture or handling of bakery products in a bakery, shall provide themselves with slippers or shoes and a suit of washable material which shall be used for that purpose only. These garments shall at all times be kept clean. (Ord. 61-O-44, 1961)~~

~~6-2-9: DISEASED PERSONS:~~

~~No person who has consumption, scrofula or venereal disease or any communicable or loathsome skin disease shall work in any bakery, and no owner, manager or person in charge of any bakery shall require or permit such a person to be employed therein. (Ord. 61-O-44, 1961)~~

~~6-2-10: STORAGE OF MATERIALS, FOOD:~~

~~All rooms for the storage of flour or meal for use in connection with any bakery shall be dry and well ventilated, and every bakery and room used for the storage of materials and food products in connection therewith shall be so arranged that the shelves, cupboards, trays, troughs, bins, cases and all other appliances for handling and storing the same can be easily removed and cleaned. If the floor of any such bakery or room is below the adjacent street level, no such~~

~~materials or products shall be stored nearer to such floor than one foot (1'). (Ord. 61-O-44, 1961)~~

~~6-2-11: RATS, VERMIN:~~

~~Every bakery shall be kept clean at all times and shall be kept free from rats, mice and vermin and from all matter of an infectious or contagious nature. (Ord. 61-O-44, 1961)~~

~~6-2-12: NEW BAKERIES:~~

~~No bakery shall be hereafter maintained in any room, basement or cellar in which the clear height between the finished floor and ceiling is less than eight feet six inches (8'6"), or in any room or place the floor of which is more than five feet (5') below the level of the street, sidewalk or alley adjacent to the building, or in any room or place which is not provided with sufficient natural light by means of windows, doors or skylights so that during the period between one hour after sunrise and two (2) hours before sunset on sunshiny days, lumina meter tests shall show a minimum illumination of five (5) foot-candles in all parts of the bakery which are used in mixing or handling bakery products.~~

~~In any new bakery hereafter established, no window opening by which it is ventilated shall be less than three feet (3') above such street or alley level. No new bakery hereafter established shall have its floor more than one foot (1') below the adjacent street or alley level. (Ord. 61-O-44, 1961)~~

~~6-2-13: REOPEN AFTER DISCONTINUANCE:~~

~~If any bakery which is now or has previously been maintained and operated shall be vacated, discontinued or unused for a period of more than six (6) consecutive months and shall thereafter be reopened or reestablished as a bakery, it shall be considered a new bakery for purposes of this chapter. (Ord. 61-O-44, 1961)~~

~~6-2-14: INSPECTION; ALTERATION, RENOVATION:~~

~~The Health Committee of the Village and the authorized inspectors, agents and employees of said committee shall have the right at all times to enter in order to make such inspection and such record of the condition of any bakery as they may deem necessary; if such inspection shall disclose a lack of conformity with the provisions of this chapter, the Village may require such changes, alterations or renovations as may be necessary to effect compliance with the provisions of this chapter. (Ord. 61-O-44, 1961)~~

~~6-2-15: LICENSE; FEE:~~

~~No person shall conduct or operate a "bakery", as defined in this chapter, within the Village, without first obtaining a license therefor. The annual license fee for conducting or operating a bakery shall be as set forth in section 3-1A-1 of this Code. (Ord. 61-O-44, 1961; amd. Ord. 75-O-41, 12-17-1975; Ord. 84-O-30, 6-25-1984)~~

PROPOSED: CHAPTER 2 – **NUISANCES**

6-2-1: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this Chapter:

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

MOTOR VEHICLE: A machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners or slides and transport persons or property or pull machinery and shall include, without limitation, automobiles, trucks, tractors, trailers or semi-trailers, motorcycles, buggies and wagons or any other similar vehicle.

STREET or HIGHWAY: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel, including but not limited to the hard traveled portions of any roadway, the berm or the parkway.

POLICE OFFICER: As used in this Chapter, the term "police officer" shall include all sworn police officers of the **Willowbrook Police Department**, including auxiliary officers, and all other designated enforcement officers and officials of the Village.

6-2-2: DECLARATION OF PUBLIC NUISANCES:

Each of the following enumerated acts or omissions set forth in this Chapter is hereby declared to constitute a public nuisance and shall constitute a violation of this Municipal Code. In addition, it shall be a public nuisance and shall constitute a violation of this Municipal Code to commit any offense or permit a condition or use of property which is in fact a nuisance according to the common law, other ordinances of the Village, or the statutes of the State of Illinois, or the statutes of the United States or which deleteriously affects public health, welfare, or safety, or greatly offends the public morals or decency.

6-2-2-1: ANIMALS:

1. **Animal Carcasses:** To cause or permit the carcass of any dead animal or vegetable matter, slops, swill, suds, garbage, filth, or other offal or noisome substance of any kind to be collected, deposited or remain in any place, except in approved covered containers and then only long enough to be properly disposed of.

2. **Unclean Animal Shelter:** To keep, cause or suffer to be kept upon any premises any chicken coop, chicken house or pen; or to keep, cause or suffer to be kept upon any premises, kennel, doghouse, dog-run or other structure or place for the retaining, care or shelter of any fowls or animals in an unclean, unsanitary or filthy condition.

3. **Grazing of Animals:** To allow or permit the grazing or riding of animals upon parkways, or on private property without the permission of the owner thereof, nor in such a manner as to interfere with anyone walking upon the public sidewalks, or that they may cause damage to ornamental plantings.

4. **Certain Animals and Fowl Prohibited:** To own, keep or use any yard, pen, place, structure or premise, in or upon which cattle, swine, chickens, fowl or other livestock shall be confined or kept, unless the aforementioned animals are kept in conformance with the conditions of a special use permit granted pursuant to the provisions this Village Code and any and all adopted codes.

5. **Permitting Offensive Animal Noises:** To keep or permit to be kept upon any premises any dog or other animal or fowl emitting loud, frequent and continuous offensive noises which create a breach of the peace.

6 **Ground Feeding:** Ground feeding of animals and/or birds, including but not limited to cats, squirrels, chipmunks, rats, mice, rabbits, raccoons, opossum, skunk, deer, ducks, geese. To spread, cast, deposit or dump food, including birdseed, corn, bread pieces, food scraps, animal chow or any like or similar substance on any public or private property in the Village.

6-2-2-3: DANGEROUS AND OFFENSIVE CONDITIONS:

1. **Offensive Substances:** To throw or deposit any night soil, dead animal, offal, compost or other offensive or noisome substance upon any lot, street, alley, park or other public place or in any watercourse, pond, spring or well.

2. **Offensive Smells:** To so conduct any business or use of any premises as to create an offensive smell which taints the air or renders it unwholesome or disagreeable to the neighborhood.

3. **Dense or Offensive Smoke:** To cause or permit the emission of dense smoke from any fire, chimney, engine, oil burner or any other device.

4. **Obstructing Watercourses:** To obstruct any watercourse, ravine or gutter so as to cause water to stagnate therein, or to permit foul or stagnant water to stand upon any premises.

5. **Polluting Water:** To pollute, corrupt, contaminate or render unwholesome or impure the water of any drinking hydrant, watermain, reservoir, storm sewer, spring, stream, pond or lake.

6. **Unsanitary Buildings or Premises:** To prevent any building, structure or premises to become a breeding place for rats or other vermin or to permit said building, structure or premises to remain in an unclean or unsanitary condition so as to be prejudicial or dangerous to the health of individuals or the public.

7. **Offensive Business:** To erect, maintain or use any building or other place for a rendery, tallow chandlery, glue factory, tannery, slaughtering house, packing house, rendering establishment, bone factory or without limitation to the foregoing, for any

trade, employment or manufacture which by occasioning noxious exhalations or otherwise, is offensive and dangerous to health of individuals or the public.

8. **Dangerous buildings, structures or premises:** To permit any building, structure or premises to become or remain in a state of disrepair or in an unsafe or dilapidated condition so as to pose a danger to public health, safety or welfare.

9 **Stagnant water:** To allow stagnant water to accumulate or stand in swimming pools, ornamental ponds or fountains, and other containers so as to enhance or promote the breeding of mosquitoes or other unhealthful insects and the resulting danger to public health, safety and welfare. For purposes of this section, stagnant water shall mean any accumulation of water which does not circulate at all times with sufficient velocity to prevent the existence of any “dead” or non-moving spots.

6-2-2-4: GARBAGE AND RUBBISH:

1. Open Rubbish:

(1) To allow, cause or permit rubbish to be set out upon the parkways, at the rear of store buildings, or other places, for the purpose of being picked up by a rubbish collector, in containers which are not suitable or which permit or allow the rubbish contents to be scattered or blown around, causing an unclean condition to the annoyance, prejudice or discomfort of others.

(2) To place, cause or permit any tangible thing to be placed upon or permitted to remain upon any parkway within the Village, except for the purpose of being picked up by a regularly scheduled scavenger service; to allow or permit the placement of items for pickup by a scavenger service upon any parkway sooner than one day before the regularly scheduled day for pickup; to allow or permit containers or other tangible things to remain upon any parkway beyond the day following the regularly scheduled day for scavenger service pickup.

2. Garbage or Refuse on Premises:

(1) To cause or permit to remain on any premises garbage, offal, refuse, ashes, miscellaneous waste or any animal or vegetable matter which is likely to become offensive or injurious to health or to be blown about by the wind, for a longer period of time than twenty four (24) hours at any one time, except in metal or concrete containers with tight fitting covers thereon from which regular garbage collection is made at least once a week, provided, however, that grass clippings and leaves only may be contained approved paper recycling/yard waste bags.

(2) To dump or place, or to cause to be dumped or placed, any residential or commercial garbage, rubbish, waste or recyclable materials on any premises or property in the Village without the consent of the owner or such premises or property.

3. Garbage and Debris:

(1) To permit or maintain an unsightly yard, lot or premises where there is an accumulation or deposit of tin cans, glass jars, bottles, metal materials, refuse, rubbish, junk, waste, manure, straw, weeds, tree stumps, tree clippings, brush, discarded or broken building materials, discarded sod, old lumber, old brick or concrete blocks, machinery or parts thereof, or other like matter or things.

It shall be unlawful for any person owning, leasing, occupying or controlling any real property in the Village to permit the accumulation or deposit of the aforesaid garbage and debris except as hereinafter provided.

(2) Discarded or broken building materials incident to construction on the site where the debris is located shall be removed within seven (7) days of notice to remove by the Village. Failure to remove said building materials within seven (7) days of notice or permitting the deposit or accumulation of any of the other garbage or debris described in 3(1) of this subsection for any period of time shall constitute a violation of this Section.

(3) An authorized Village official or representative thereof shall serve or cause to be served a notice or citation upon any person owning, leasing, occupying or controlling any real estate within the Village upon which such a nuisance is found to exist, requiring abatement of such nuisance within twenty-four (24) hours. The notice or citation shall be served in one of the following manners;

(a) By a written notice sent by U.S. certified mail, or First Class U.S. Mail, postage prepaid, to the last known person owning, leasing, occupying or controlling the real estate and as to the owner the notice may be addressed to the address shown on the most recent tax bill for said real estate.

(b) By general notice addressed to all owners, lessees, occupants or persons controlling real estate printed in a newspaper of general circulation in the Village, which notice shall direct attention to the provisions of this Section and provide that the nuisance be abated not later than seven (7) days after said notice is so printed.

(c) By a written notice personally delivered by the Village official or representative to the person owning, leasing, occupying or controlling the real estate.

(4) In the event any person so notified shall fail or refuse to comply with said notices or citations, it shall be lawful for the Village to cause the abatement of such nuisance or to remove such garbage and debris in any manner it shall designate, or as provided by state law, and to charge the cost of such removal to any person owning, leasing, occupying or controlling such real estate. The cost for so doing shall be calculated on the basis of administration fee of five hundred dollars (\$500.00) plus actual cost of abatement or garbage and debris removal.

(5) The cost and expense incurred by the Village, and/or by the person or firm performing the service by authority of the Village, in the abatement of the nuisance following the refusal or failure of the responsible party to abate the nuisance, shall constitute a lien upon the real estate affected, which lien shall be enforced as provided

by state law. The Village shall provide notice of the lien either by personally serving or sending notice by certified mail to the person to whom was sent the tax bill for the general taxes on the property for the last preceding year.

(6) Any commercial or residential property within the Village that has been previously issued a notice of violation or citation under this section within the same calendar year will be considered a repeat offender and the Village will have the authority to abate the nuisance without additional prior notice, and the real estate property owner will have a lien placed upon this property per the above stated procedures. Notice of the lien shall be sent as in (5) above.

6-2-2-5: OBSTRUCTION:

1. **Open Building Materials:** To create or suffer to be created or to remain upon any premises in a residential district for a period of more than seven (7) days, unless incident to construction on the premises and then not to exceed thirty (30) days, the storing, piling, accumulating, heaping, amassing or collecting bricks, concrete blocks, lumber, iron, pipe or any building materials in such quantities that the same is, or may become a menace to the health of individuals or the public; or that the same is unsightly, objectionable and offensive to those living in the neighborhood or to the public; or that the same may or does become dangerous to the children playing in the neighborhood; or that the same may or does become an attraction to rats and thereby become, or is dangerous to the health of any individual or the public.

2. **Business Use of Public Property:** Unless otherwise authorized or permitted by the Village to use or occupy any part of a street, parkway, alley or sidewalk of the Village for the purpose of carrying on, soliciting or promoting any trade, business or other enterprise; or to cause or permit the storage of any product, supplies for or equipment incidental to the operations of such business or enterprises, upon any street, parkway, alley or sidewalk within the Village.

3. **Obstructing Public Ways;** To obstruct or encroach upon public streets and highways, private ways, streets, alleys, sidewalks, parking lots or public places of the Village so as to interfere with the passage of vehicles or persons thereon.

6-2-2-6: SPREADING POISONS:

To spread, or to cause or permit any agent or employee to spread any poison for the purpose of killing rats, mice, rodents, insects or other vermin, in any public way or public place; or to spread or to cause or permit any agent or employee to spread any poison for such purposes in any yard, court, passageway or other open place on private premises, or on the outside of any building or structure, or in any place within a building or structure which is open to the general public, or where pet dogs, cats or other domestic animals or fowls have access, without placing the same in a receptacle of such kind or character that it can be reached only by the kind of vermin which the poison is intended to kill, or without placing a wire or other guard about same in such way that no child or domestic animal, domestic fowl, or other harmless creature can

reach the same. The provisions of this Section shall not apply to the application of herbicides or fertilizers.

6-2-2-7: WEEDS AND HIGH GRASS:

1. To permit the growth upon any premises of any noxious weeds, except as hereinafter provided. Canada thistles and all of its varieties, perennial sow thistles, European bindweed, leafy spurge, Russian Knapweed, Johnson grass, giant foxtail, hoary cress, jimson, burdock, cockleburrs, ragweed, goldenrod and similar weeds and all weeds which, due to pollination, are a hazard to health are, for the purposes of this Section, defined to be noxious weeds. It shall be unlawful for any person owning, leasing, occupying or controlling any plot of real estate to permit the growth of noxious weeds thereon except when the real estate is a wetland designated by the Army Corps of Engineers or Illinois Department of Natural Resources, or a natural area otherwise protected by law, or as hereinafter provided.

2. All weeds shall be pulled or otherwise destroyed by the owner, lessee, tenant, occupant or person in control of said real estate whenever the weeds shall exceed eight inches (8") in height. The failure to destroy such weeds of the maximum height specified shall constitute a violation of this Section. The pulling or destruction of the weeds shall be in accordance with the following standards:

1) In the event the tract of real estate on which such weeds are located shall be vacant real estate, but being agriculturally cultivated with crops for sale or for human consumption, the owner, lessee, tenant, occupant or person in control of said real estate shall be required to pull or otherwise destroy those weeds located thereon.

2a. The height of natural grass and/or weeds shall not be greater than eight inches (8") in height. This maximum height shall be maintained at all times.

3. An authorized Village official or representative thereof shall serve or cause to be served a notice of violation or citation upon any person owning, leasing, occupying or controlling any real estate within the Village upon which such a nuisance is found to exist, requiring them or any of them to remove the weeds and/or high grass constituting such nuisance within seven (7) days of the date of said notice. The notice or citations will be served in one of the following manners;

(a) By a written notice sent by U.S. certified mail and U.S. First Class mail, postage prepaid, to the last known person owning, leasing, occupying or controlling the real estate and as to the owner the notice may be addressed to the address shown on the most recent tax bill for said real estate.

(b) By posting notice on any building located on the property.

(c) By a written notice personally delivered by the Village official or representative to the person owning, leasing, occupying or controlling the real estate.

4. In the event any person so notified shall fail or refuse to comply with said notices or citations, it shall be lawful for the Village to cause such weeds and/or tall grass to be removed or cut down in any manner it shall designate, and to charge the cost of such removal to any person owning, leasing, occupying or controlling such real estate. The

cost for so doing shall be calculated on the basis of administration fee of five hundred dollars (\$500.00) plus actual cost of weed and/or tall grass removal.

5. The cost and expense incurred by the Village, and/or by the person or firm performing the service by authority of the Village, in the abatement of the nuisance following the refusal or failure of the responsible party to abate the nuisance, shall constitute a lien upon the real estate affected, which lien shall be enforced as provided by state law. The Village shall provide notice of the lien either by personally serving or sending notice by certified mail to the person to whom was sent the tax bill for the general taxes on the property for the last preceding year.

6. Any commercial or residential property within the Village that has been previously issued a notice or citation under this section within the same calendar year will be considered a repeat offender and the Village will have the authority to abate the nuisance without additional prior notice, and the real estate property owner will have a lien placed upon this property per the above stated procedures. Notice of the lien shall be sent as in (5) above.

6-2-2-8: DEAD OR INFECTED TREES AND SHRUBS:

To cause or permit to remain on any premises dead or decaying trees or shrubs or trees or shrubs that are infected with injurious insects, pests or infected with plant diseases which are liable to spread to other plants, trees or shrubs to the injury of said plants, trees or shrubs or to the injury of persons or property.

6-2-2-9: COMBUSTIBLE MATERIALS NEAR BUILDINGS:

To store, keep, pile or stack hay, straw or other combustible or inflammable materials including but not limited to gasoline, oil, motor fuel, kerosene or other similar petroleum product within the space of fifty feet (50') of any building. Provided, however, that this shall not apply to temporary piling of materials to be used for building purposes, or to businesses licensed for the storage thereof or to residences where small quantities of said materials are properly stored for home use.

6-2-2-10: MOTOR VEHICLES:

1. **Parking of Vehicles:** Parking, storing or keeping any vehicle in any rear, side or front setback, on either private or public property, on either grass or gravel, is prohibited.

2. **Repair of Motor Vehicles Not in a Building and in Public View:** To dismantle, repair or assemble any motor vehicle or repair or store any major part thereof on any premises not in a building which shields such activity on at least three (3) sides from public view is prohibited unless such activity is performed solely upon or for a motor vehicle owned by the owner or lessee of the premises and not for compensation and then not to exceed a period of three (3) consecutive days if such activity is not done within a building which shields such activity on at least three (3) sides from public view.

3. **Repair of Motor Vehicles in Public Ways:** It shall be unlawful to wash or repair any motor vehicle, including but not limited to changing or replacing parts, greasing or the performance of any other type of maintenance, service or work on any motor vehicle on any roadway or public right of way within the Village except for such emergency repairs as are necessary to remove such vehicle from the roadway. Such emergency repairs shall be made only as close as possible to the right-hand edge of the roadway, with the vehicle facing in the direction of the traffic flow, except in cases of indicated one-way streets where such emergency repairs may additionally be performed as close as possible to the left-hand edge of the roadway, with the vehicle facing in the direction of the traffic flow.

6-2-2-11: INOPERABLE MOTOR VEHICLES OR PARTS THEREOF:

To cause or permit an inoperable motor vehicle to remain on public or private property within the view of the public.

1. For purposes of this paragraph, the following definitions shall apply:

"Inoperable motor vehicle" shall mean any motor vehicle from which, for a period of at least seven (7) days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power.

"Inoperable motor vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power for three (3) consecutive days in order to perform ordinary service or repair operations.

This paragraph shall not apply to any motor vehicle that is kept within a building when not in use, to operable historic vehicles over twenty five (25) years of age, or to a motor vehicle on the premises of a place of business, engaged in the wrecking or junking of motor vehicles.

2. Once an inoperable motor vehicle described above has been identified, the Police Department, or the **Village Administrator's Office, or designee**, shall issue a notice of impending tow for an inoperable motor vehicle. The notice, to be given in accordance with paragraph 3 below, shall inform the owner, lessee, occupant or person controlling the real estate whereon the vehicle is located that the vehicle is scheduled for towing on the tenth day following receipt of the notice, or publication of the notice, whichever is applicable. If the person notified wishes to challenge the substance of notice of impending tow and the scheduled towing before the tow occurs, a tow hearing may be requested at the Police Department in and a decision on the appropriateness of tow will be made to determine whether or not the tow is justified and whether it will proceed as scheduled.

3. The notice of impending tow shall be served in one of the three (3) following described methods:

i. By a written notice sent by United States certified mail, postage prepaid, to the last known person owning, leasing, occupying or controlling the real estate, and as to the owner the notice may be addressed to the address shown on the most recent tax bill for said real estate.

ii. By a written notice personally delivered by a police officer or such other authorized Village official or representative to person owning, leasing, occupying or controlling the real estate.

iii. By general notice addressed to the owner, lessee, occupant or person controlling said real estate printed in a newspaper of general circulation in the Village of Willowbrook, which notice shall direct attention to the provisions of this Section.

6-2-2-12: SMOKING PROHIBITED:

SMOKING PROHIBITED:

(A) Violation: It shall be unlawful to smoke in public places, places of employment and government vehicles as provided in the smoke free Illinois act, 410 Illinois Compiled Statutes 82/1 et seq.

(B) Definitions: For the purposes of this section, the definitions set forth in section 10 of the smoke free Illinois act, 410 Illinois Compiled Statutes 82/10, shall apply.

(C) Penalty: Any person violating subsection (A) of this section shall be fined not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00). Each time a violation occurs shall be deemed a separate violation.

6-2-3: ABATEMENT:

Whenever any nuisance shall be found on any premises within the Village contrary to any provisions of this Chapter, the Mayor of the Board of Trustees is hereby authorized, in his discretion, to cause the same to be summarily abated, in such manner as he may direct.

Inspection: For the purpose of carrying the foregoing provisions of this Chapter into effect, it shall be the duty of officers or officials of the Village to ascertain and cause all nuisances arising under this Chapter to be abated. In all cases where a nuisance shall be found in any building, or upon any grounds or other premises which can be charged by assessment with the expense of removal, notice shall be given to the owner or occupant of the building or other premises, when known and can be found, to remove the nuisance; and in case of his refusal or neglect to comply with such notice, the officers or officials shall summarily abate the same.

Abatement Notice: In all cases where a nuisance shall be found in any building or upon any ground or other premises within the jurisdiction of the Village, not less than

twenty four (24) hours' notice may be given in writing, signed by the officer or other enforcement official, to the owner or occupant or person in possession, charge or control of such building or other premises, if known and can be found, to remove such nuisance. It shall not be necessary in any case for the notice to specify the manner in which any nuisance shall be abated, unless the officer or enforcement official shall deem it advisable so to do. If the person so notified shall neglect or refuse to abate the same in accordance with such notice, he shall be chargeable with the expense which may be incurred in the removal thereof, to be collected by suit or otherwise in addition to any fine or penalty which may be imposed by law.

Emergency Situations: In an emergency situation where unless the Village acts, there is an immediate hazard, a serious risk to the public, or an imminent danger to the public health, safety or welfare from a nuisance existing in the Village, if a reasonable effort under the circumstances has been made to notify the person causing or permitting the nuisance and that person is either unavailable or unwilling to abate the nuisance, said nuisance may be abated without further notice, and a notice describing the action taken to abate the nuisance posted on the property.

Where the Village acts to abate a nuisance, the expenses incurred for the abatement shall be chargeable to the person causing or permitting the nuisance to continue or to the owner of the building, structure or premises on or from which the nuisance was abated.

6-2-4: CITATION PROCEDURE:

6-2-4-1: CITATION PROCEDURE:

1. Whenever a police officer or code enforcement officer is authorized to give a citation to a person because of a violation of this Chapter said police officer or code enforcement officer may, in lieu of the filing of a complaint in court, in the first instance issue to such alleged violator, a compliance citation:

- (1) Advising said person that he has violated a specified portion of this Chapter;
- (2) Requesting him to make payment in any amount applicable to said alleged violation and show proof of compliance as set forth herein as settlement of said violation claim and to cease said alleged violation; and
- (3) Informing him that upon failure to so settle, a complaint will be filed in the Circuit Court of DuPage County, charging him with such violation.

2. Pursuant to said compliance citation, the person so accused of said violation may settle the violation claim in respect of such portion of this Chapter by paying to the Village the applicable amount as shown in the schedule set forth herein, within a period to be specified in said compliance citation - not more than thirty (30) days of the time said alleged offense was committed and show proof of compliance.

Such payment shall be made in accordance with the instructions contained in the aforesaid citation, at Village Hall which shall issue a receipt for the money so received and promptly remit said amount to the Village to be credited to the proper Municipal fund.

3. In the event that the person to whom said compliance citation is issued fails to settle and pay said violation claim within the prescribed time, or within a period of time specified in a final notice (if one is served upon him), then the police officer or code enforcement officer is authorized to cause a notice to appear to be served upon said alleged violator and is authorized to file a complaint and to prosecute the same in the Circuit Court of DuPage County.

4. The violation claim described in said compliance citation, so to be issued pursuant to the terms of this Chapter, may be settled and paid in the amount of \$50.00 for a first violation within a twelve (12) month period. Any additional fees or charges must be consistent with the code's authority.

EXISTING: CHAPTER 3 – ~~CONFECTIONERY MANUFACTURE~~

~~6-3-1: DEFINITION:~~

~~The term "manufacturing confectioner" is hereby defined to mean any person, firm or corporation that shall engage in the business of manufacturing, for the purpose of selling to the wholesale or retail trade, any candies, confectionery, sugar ornaments, lozenges, cough drops, fruit or flavored tablets, popcorn candy or any similar products. (Ord. 61-O-44, 1961)~~

~~6-3-2: LICENSE:~~

~~No person shall engage in the business of a manufacturing confectioner within the Village without first obtaining a license so to do. (Ord. 61-O-44, 1961)~~

~~6-3-3: APPLICATION:~~

~~Application for a manufacturing confectioner's license shall be made to the Village Clerk. In addition, the application shall give a description of the premises as well as state the location of the same. (Ord. 61-O-44, 1961)~~

~~The Village shall cause an investigation to be made of the premises described in the application in order to determine the suitability of said premises and equipment for such business from a sanitary standpoint, and to determine whether said premises comply with all of the applicable provisions of this chapter concerning sanitation, public health and safety. If the application is approved by the Village Board, the Village Clerk shall issue said license. (Ord. 84-O-30, 6-25-1984)~~

~~6-3-4: LICENSE FEE:~~

~~The annual fee for each manufacturing confectioner shall be as provided for in section 3-1A-1 of this Code. (Ord. 84-O-30, 6-25-1984)~~

~~6-3-5: SANITATION:~~

~~Every establishment used for the business of a manufacturing confectioner and all equipment therein shall be kept in a clean and sanitary condition; all products of such establishment shall at all times be protected against contamination by flies and dust. No decayed, unwholesome or contaminated materials shall be used in the preparation or manufacture of candies, confectionery and similar products. Adequate and convenient washing and toilet facilities shall be provided for employees, and the location of the same, with reference to their proximity to the places where the manufacturing processes are carried on, shall be subject to the approval of the Village. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-3-6: INSPECTION:~~

~~The Village shall periodically inspect each manufacturing confectionery establishment to determine whether the applicable provisions of this chapter relating to health and sanitation are being complied with. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

PROPOSED: CHAPTER 3 – *NOISE CONTROL*

Refer Title 5-3-15 Nuisances

EXISTING: CHAPTER 4 – GROCERY STORES

~~6-4-1: DEFINITIONS, CLASSIFICATION:~~

~~"Food dealers", as defined herein, shall include establishments selling or offering for sale at retail any and all sorts of food products, including nonalcoholic beverages, intended for human consumption, where the same are not to be consumed on the premises. For the purposes of this chapter, such establishments shall be classified and defined as follows:~~

~~GROCERY: An establishment for the retail sale of any or all food products, except raw, fresh or frozen meats, fish, poultry and game, whether conducted on the "self-help" basis or not. This definition includes also delicatessen shops and fruit and vegetable stores.~~

~~MEAT MARKET: An establishment for the retail sale of raw, fresh or frozen meats, fish, poultry or game. (Ord. 61-O-44, 1961)~~

~~6-4-2: LICENSE:~~

~~No person shall engage in the business of operating any meat market or grocery in the Village without first obtaining a license therefor. Application for such license shall be made to the Village Clerk. (Ord. 61-O-44, 1961)~~

~~All food dealers, whether permanently located within the Village or transient shall be and hereby are required to obtain a license from the Village prior to selling, distributing or otherwise retailing food products. A license fee shall be charged annually per unit. A "unit" as herein used shall be defined as any single dwelling within the Village limits. Each vehicle for transient food retailers shall be considered a separate unit. (Ord. 68-O-1, 2-26-1966)~~

~~6-4-3: LICENSE FEE:~~

~~The annual license fee for the operation of a meat market, grocery store or as a food dealer unit shall be as set forth in section 3-1A-1 of this Code. Provided, however, that any person desiring to conduct at the same location both a grocery and a meat market may obtain a license therefor upon payment of a single fee. (Ord. 61-O-44, 1961; amd. Ord. 68-O-1, 2-26-1966; Ord. 75-O-41, 12-17-1975)~~

~~6-4-4: UNWHOLESOME FOODS:~~

~~No meat, fish, birds, fowls, vegetables, milk, fruit or food of any kind which is not healthy, fresh, sound, wholesome and safe for human food shall be brought within the Village or offered or held for sale as such food, or be kept or stored anywhere in the Village. (Ord. 61-O-44, 1961)~~

~~6-4-5: MISREPRESENTATION:~~

~~No meat, fowl, fish, vegetable, fruit, milk, beverage or other substance used for human consumption shall knowingly be bought, sold, held, offered for sale, labeled or any representation made in respect thereof, under a false name or quality as respects wholesomeness, soundness or safety for food or drink. (Ord. 61-O-44, 1961)~~

~~6-4-6: PRICE LABELING:~~

~~Except as otherwise provided herein, each meat market, grocery, or other establishment offering beverages or food for sale at retail shall cause any item offered for sale therein to be marked with the price thereof in Arabic numerals so that the price can easily be read by customers of each such establishment. The following items are excluded from the requirements hereof:~~

~~—(A)—Identical items with a multipack package which is properly price marked.~~

- ~~—(B) Single cigars and single packages of cigarettes.~~
- ~~—(C) Candy, gum and other confectionery items selling for fifty cents (\$0.50) or less.~~
- ~~—(D) Items sold from vending machines. (Ord. 79 O 13, 4-9-1979)~~
- ~~—(E) Items marked by means of a "bar code" for electronic price scanning, where such establishment utilizes electronic price scanning and has clearly marked the price of such items in Arabic numerals on the shelves, bins or other displays of such items so that the price can easily be read by customers of such establishment. (Ord. 90 O 27, 5-14-1990)~~

~~6-4-7: UNWHOLESOME MEAT; CONFISCATION:~~

~~No person shall expose for sale in any market house or elsewhere in the Village, any unwholesome, tainted or putrid meat or provisions. It shall be the duty of the Health Committee of the Village, through or by its agents or employees, to forthwith seize and confiscate all such meats and provisions. (Ord. 61 O 44, 1961)~~

~~6-4-8: SLAUGHTERHOUSES PROHIBITED:~~

~~No slaughterhouses shall be built or operated within the limits of the Village or within one mile thereof. (Ord. 61 O 44, 1961)~~

~~6-4-9: KILLING CERTAIN ANIMALS:~~

~~No person shall kill or dress for food, in the Village, any animal, other than fowls. All small game, fish, fowls and birds shall be kept, killed and dressed in the manner best adapted to secure and preserve their safety and wholesomeness as food. (Ord. 61 O 44, 1961)~~

~~6-4-10: DISEASED, IMPROPERLY KILLED CATTLE:~~

~~No flesh of diseased cattle or of cattle killed while in an overheated, feverish or diseased condition shall be brought into the Village for sale, and if discovered, the fact thereof and the place where such meat originated shall be at once reported by the owner or custodian thereof to the Health Committee for appropriate action. (Ord. 61 O 44, 1961)~~

~~6-4-11: IMMATURE ANIMALS:~~

~~No person shall bring into, hold, sell or offer for sale in the Village for human food, any calf, or the meat thereof, which, when killed, was less than four (4) weeks old; or any pig, or the meat thereof, which when killed, was less than five (5) weeks old; or any lamb, or the meat thereof, which, when killed, was less than eight (8) weeks old. (Ord. 61 O 44, 1961)~~

~~6-4-12: DESTRUCTION OF CONDEMNED ANIMALS:~~

~~All meat or emaciated cattle condemned in the Village by government or State meat inspectors shall be destroyed under the supervision and subject to the directions of the Health Committee of the Village, unless otherwise provided for by the regularly constituted authorities of the United States or the State; provided, however, that no cattle shall be killed within the Village limits. (Ord. 61 O 44, 1961)~~

~~6-4-13: INSPECTION OF MEAT:~~

~~No meat shall be offered for sale within the Village which has not been subject to regular inspection by the Bureau of Animal Industry of the United States Department of Agriculture, or in such other manner as is specified by law. (Ord. 61 O 44, 1961)~~

~~6-4-14: CONDITION OF MEAT MARKETS:~~

~~No meat or dead animals, except fowls, shall be taken to any public or private market for food until the same has been cooled (and all blood shall have ceased dripping therefrom) after its killing, nor until the entrails, head (unless the same be skinned), hide, horns and feet have been~~

~~removed; nor shall gutter or any unwholesome or offensive matter or thing be brought to or near any such market. (Ord. 61-O-44, 1961)~~

~~6-4-15: STABLES AND COOPS:~~

~~Every person operating or in charge of any stable or coop shall cause every place where any horses or other animals, chickens, geese, ducks, turkeys or other fowls may be, to be kept at all times in a clean and wholesome condition, and shall not allow any animals to be therein while infected with any disease which is contagious or pestilential among such animals. (Ord. 61-O-44, 1961)~~

~~6-4-16: SANITARY CONDITION OF FOODS, PREMISES:~~

~~Every person owning, leasing or occupying any room, stall, store or place where any meat, fish, fowl, vegetable or other substance designed or held for human food shall be stored, kept or offered for sale, shall put and keep such room, stall, store, place and premises, and its appurtenances, in a clean and wholesome condition; and every person having charge or being interested or engaged, whether as principal or agent, in the care of or in respect to the custody or sale of any meat, fish, birds, fowls or vegetables designed or held for human food, shall put and preserve the same in a clean and wholesome condition, and shall keep all woodwork therein, save floors and counters, thoroughly painted, and the walls, floors and counters in a thoroughly clean condition. (Ord. 61-O-44, 1961)~~

~~6-4-17: INSPECTION OF FOODS, PREMISES:~~

~~Every person, whether owner, lessee or occupant, of any store, room, stall or premises where any meat, fish, fowl, vegetables, milk, fruit, beverage or other substance is held, sold or offered for sale for human consumption, shall allow the duly authorized inspectors or agents of the Village to enter into and to inspect said premises and said articles so held or offered for sale, and shall answer all reasonable questions asked by such inspectors or agents relating to the conditions thereof and of the premises where they are held or offered for sale. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-4-18: CONFISCATION OF UNWHOLESOME FOODS:~~

~~Every inspector and agent of said Village who finds in any store, room, stall or other premises any meat, fish, poultry, birds, vegetables, beverage or other article held or offered for sale, which is putrid, decayed, poisoned, adulterated or infected and unfit for human food shall seize and confiscate the same forthwith. It shall be unlawful for any person, whether owner, operator or occupant of said store, room, stall or other premises to obstruct such entry or inspection or interfere with such seizure or confiscation. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-4-19: SANITATION OF FOOD ESTABLISHMENTS:~~

~~Every building or enclosure or part thereof, occupied, used or maintained as a bakery, confectionery, delicatessen, grocery, meat market, creamery, cheese factory, hotel, restaurant, cannery, packing house, warehouse or manufacturing establishment for the preparation, manufacture, packing, storage, distribution or sale of any food shall be properly and adequately drained, lighted, plumbed and ventilated, and shall be conducted with strict regard to the influence of such conditions upon the health of all persons therein employed, and with strict regard to the purity and wholesomeness of the food therein produced, prepared, stored, distributed or sold. (Ord. 61-O-44, 1961)~~

~~6-4-20: CLEANLINESS, FOOD ESTABLISHMENTS:~~

~~No furniture, receptacle, implement or machinery used in any establishment where food intended for sale is produced, prepared, manufactured, stored, distributed or sold, and no portion of such buildings and no articles or vehicles used in the transportation of such food~~

~~products shall at any time be kept or permitted to remain in an unclean, unhealthful or insanitary condition. For the purpose of this chapter, unclean, unhealthful or insanitary conditions shall be deemed to exist if such products are not at all times securely protected from flies, dust and dirt, and from all other foreign or injurious contamination, or if the refuse or waste products subject to the decomposition and fermentation incident to the manufacture, preparation, packing, storing, selling, transportation or distribution of such food are not removed daily, or if all receptacles, utensils or machinery used in handling, moving or other processes are not thoroughly cleaned daily, or if the clothing or person of any person therein employed is unclean. (Ord. 61-O-44, 1961)~~

~~6-4-21: PROTECTION FROM FLIES:~~

~~All buildings or parts thereof used or maintained for the purpose of the manufacture, distribution or sale of food or food products shall be provided with proper doors and window screens adequate to prevent contamination of the food by flies. (Ord. 61-O-44, 1961)~~

~~6-4-22: SANITARY TOILETS, LAVATORIES:~~

~~All groceries, markets, restaurants and food factories shall be supplied with sanitary toilets and with sanitary lavatories with running water. Such toilets shall not open directly from any room in which food is prepared, exposed for sale or stored, shall have floors of nonabsorbent material which shall be washed daily, shall be furnished with separate ventilating flues and pipes discharging into open air and shall be lighted from the outside or provided with good and sufficient artificial light.~~

~~Lavatories and washrooms must be furnished with soap, running water and clean towels and be maintained in a sanitary condition. Clerks, employees, operators and all persons who handle the materials from which food is prepared or the finished products, before beginning work and after visiting the toilet shall wash their hands thoroughly in clean water. No person shall expectorate on food, utensils, floors or side walls in any such building or part thereof. (Ord. 61-O-44, 1961)~~

~~6-4-23: UNSANITARY CONDITIONS:~~

~~If any such building, factory or part thereof or if any such furniture, receptacles, implements, appliances or machinery or if any car, truck or vehicle used in the moving, distributing or transportation of any food product shall be constructed, kept, maintained or permitted to remain in a condition contrary to any of the requirements of this chapter, the same is hereby declared a nuisance. Whoever allows, maintains or permits to exist a nuisance as herein defined shall be guilty of a misdemeanor. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-4-24: SLEEPING IN FOOD SHOPS:~~

~~No person shall sleep or be allowed to sleep in any room where food is manufactured, prepared for sale, served, sold or stored. (Ord. 61-O-44, 1961)~~

~~6-4-25: EMPLOYMENT OF DISEASED PERSONS:~~

~~No employer shall require or permit any person who is affected with any contagious or venereal disease to work, and no person so affected shall work in any building, factory or part thereof, or in any car, truck or vehicle used for the production, preparation, manufacture, packing, storage, sale, transportation or distribution of food. (Ord. 61-O-44, 1961)~~

~~6-4-26: SANITARY PROTECTION OF FOODS:~~

~~No fruits, vegetables, meats, sea food, confectionery or other articles kept, exposed or offered for sale for human food shall be displayed or stored on the sidewalk or outside any place of business, or in any open door or window, nor shall they be transported upon a public or private way, unless such articles are covered by cases of glass, wood, metal, paper or other proper covering. No vegetables or fruit to be sold for human food shall be displayed or stored except in~~

~~clean receptacles. No bakery or dairy food products or food prepared for immediate consumption, such as cooked meat, mince meat, pickles, sauerkraut, candy or similar products shall be displayed except in glass cases or under proper covers. Raw meats shall be kept in a strictly sanitary condition. No fruits, vegetables, meats, sea foods, confectionery or other articles kept or offered for sale for human food shall be stored or displayed in any store unless such fruit, vegetables, meats, sea foods, confectionery, etc., are placed on a raised platform, elevated above the floor level or otherwise suitably protected from contamination from the floor and the refuse thereon. (Ord. 61-O-44, 1961)~~

~~6-4-27: COVERING OF BREAD:~~

~~All bread and other bakery goods sold or offered for sale as human food shall at all times be so placed, kept or covered that they shall be exposed to the minimum chance of contamination. (Ord. 61-O-44, 1961)~~

~~6-4-28: COOKED OR PREPARED FOODS PEDDLED ON STREETS:~~

~~No cooked or prepared foods such as salads, pickles, mince meat, horseradish, relishes, bakery goods, confectionery, and similar products shall be sold, offered for sale or peddled upon any street unless such foods are in individual packaged form, properly labeled and sealed at the shop or place where prepared. (Ord. 61-O-44, 1961)~~

~~6-4-29: PEDDLING MEAT, FISH OR POULTRY:~~

~~No person shall sell, offer for sale or peddle on the streets or alleys of the Village any fresh meat, fish, sea foods, poultry or game. (Ord. 61-O-44, 1961)~~

~~6-4-30: SUBSTITUTES FOR BUTTER:~~

~~No person shall sell or have in his possession for the purpose of sale any compound containing any grease or fatty substance whatever, except butter, which is used or may be used as a substitute for butter, unless the container thereof shall have clearly and durably marked thereon in the English language the word "oleomargarine", the word "butterine", the words "butter substitute" or the words "imitation butter" in printed letters in plain Roman type not less than three-fourths of an inch ($\frac{3}{4}$ " in height. (Ord. 61-O-44, 1961)~~

~~6-4-31: FOWLS FOR SALE:~~

~~No live fowl intended for sale shall be kept in any basement or cellar or under any sidewalk. Places where such fowls are killed shall have cement floors with properly trapped sewer connections. Such floors shall be thoroughly washed after each killing and at all times kept and maintained in a clean and sanitary condition. (Ord. 61-O-44, 1961)~~

~~6-4-32: DOGS IN MEAT MARKETS:~~

~~No owner of or person having the care or custody of any dog shall permit such dog to enter or remain in any store, meat market, bakery or other place where foodstuffs are sold or on display. (Ord. 61-O-44, 1961)~~

PROPOSED: CHAPTER 4 – *LANDSCAPE WASTE DISPOSAL*

6-5-1: DEFINITIONS:

For purposes of this Chapter, the following shall be defined as follows:

COMPOSTING: A controlled biological reduction of horticultural landscape organic wastes to humus.

ORGANIC HORTICULTURAL LANDSCAPE WASTE: Shall include leaves, grass, plant clippings, garden plant debris, natural Christmas trees and other organic horticultural debris accumulated from the care of lawns, shrubbery, vines and trees.

SOLID WASTE/REFUSE: Putrescible and non-putrescible wastes, including, but not limited to garbage, rubbish, dead animals, animal offal, animal feces, human wastes, abandoned vehicles, machinery components, construction or demolition debris, and landscape waste unless composted in accordance with this Chapter.

6-5-2: PURPOSE AND INTENT:

The purpose of this Chapter is to regulate the recycling of organic horticultural landscape wastes through composting and to establish standards for proper compost maintenance.

6-5-3: MAINTENANCE:

All compost piles shall be maintained using approved composting procedures and in compliance with the following requirements:

1. All compost piles shall be enclosed in a freestanding compost bin.
2. A compost bin shall provide adequate penetration of moisture for the compost materials and adequate ventilation for the process of decomposition.
3. Compost piles shall be maintained in such a manner so as to prevent the creation or propagation of unpleasant or noxious odors onto surrounding areas.
4. A compost pile shall be located in the rear yard, under the following conditions only:
 - (A) Composting shall be limited to the residential districts within the Village.
 - (B) All compostible material shall be enclosed in a compost bin.
 - (C) All compost bins shall be so maintained as to prevent the attraction or harborage of rodents and pests.
 - (D) All compost bins shall be so maintained as to prevent unpleasant odors.
 - (E) Not more than one compost bin shall be located on any residential lot.
 - (F) All compost bins shall be located:
 1. In the rear yard, not less than ten feet (10') from any lot line.

2. Such that no portion of the compost bin is within any drainage or utility easement.
3. Such that no portion of the compost bin is within twenty feet (20') of a principal structure on any adjoining lot.

6-5-4: COMPOSITION:

A compost pile may contain the following and only the following Items:

1. Organic horticultural and landscape waste, as defined in the Definitions Section this Chapter; and/or
2. Commercial compost additives not prohibited by any State, local or Federal laws.

6-5-5: SEPARATION AND COLLECTION:

For waste collection purposes, organic horticultural landscape waste shall be separated from other solid waste and refuse, and such organic horticultural waste shall be placed only in approved Waste Wheeler or toter Carts, Kraft paper bags, or other containers specifically designated by the Village.

6-5-6: PROHIBITED ITEMS:

1. Lake Weeds;
2. Cooked or prepared food scraps of any kind;
3. Fish, meat or any other animal product or byproduct;
4. Manures of any kind;
5. Solid waste or refuse as defined in the DEFINITIONS Section of this Chapter.
6. Any other items not stated or contemplated by the COMPOSITION Section of this Chapter.

6-5-7: OWNER/OCCUPIER RESPONSIBILITY:

It shall be the responsibility of the owner of the premises to maintain all property under his/her control in accordance with the requirements of this Chapter. If the owner of the premises is not the occupier of the property, the responsibility for compliance shall be joint and several, and liability for violations shall also be joint and several.

6-5-8: PROHIBITED ACTIVITY:

It shall be unlawful for any person to:

1. Mix organic horticultural landscape waste with any other waste;

2. Dump organic horticultural landscape waste on any property except that same may be spread or composted on the property from which it was collected and in conformity with the provisions of this Chapter;
3. Place organic horticultural landscape waste in any container for collection not among those types of containers approved by the Village for organic horticultural landscape waste collection;
4. Place landscape waste into a collection container other than his or her own.

EXISTING: CHAPTER 5 – RESTAURANTS

~~6-5-1: DEFINITION:~~

~~For the purposes of this chapter, the term "restaurant" shall mean any establishment wherein refreshments, whether food or drink, are sold and served to the public for consumption on the premises, including, but without limitation thereto, lunchrooms, cafeterias, ice cream parlors, soft drink parlors, soda fountains and retail drugstores serving counter lunches and drinks. (Ord. 61-O-44, 1961)~~

~~6-5-2: LICENSE, APPLICATION:~~

~~No person shall conduct or operate a restaurant within the Village without first obtaining a license so to do. Application for such license shall be made to the Village Clerk. (Ord. 61-O-44, 1961)~~

~~6-5-3: LICENSE FEES:~~

~~The annual fee for restaurants, which shall cover all inspections of the premises, shall be as set forth in section 3-1A-1 of this Code. (Ord. 61-O-44, 1961; amd. Ord. 75-O-41, 12-17-1975; Ord. 84-O-30, 6-25-1984)~~

~~6-5-4: SANITATION:~~

~~Every keeper of a restaurant shall at all times keep the premises wherein such restaurant is located clean and in a proper hygienic and sanitary condition; all utensils, appliances, vessels, receptacles, refrigerators, pantries, rooms and any other place or thing whatsoever which is used for the purpose of storage, preparation, cooking or serving of foods, shall at all times be kept in a clean, wholesome and sanitary condition; no decayed, unwholesome or impure food of any kind whatsoever shall be kept, sold, offered for sale or served in any such restaurant. (Ord. 61-O-44, 1961)~~

~~6-5-5: INSPECTION, SAMPLES:~~

~~The Village shall, from time to time, cause the examination and inspection of all premises wherein restaurants are conducted, for the purpose of ascertaining whether the provisions hereof and the laws of the State relative to the keeping of restaurants are being complied with, and shall cause all such Code provisions and laws to be strictly enforced. Every keeper of a restaurant shall permit such inspections to be made, and when required, shall, on receiving payment therefor, furnish samples of any foods kept, sold, offered for sale or served in such restaurant, which samples shall be examined or analyzed by or under the direction of the Village; a record of each such examination or analysis shall be made and kept on file in the Village office. (Ord. 61-O-44, 1961; amd. Ord. 84-O-30, 6-25-1984)~~

~~6-5-6: REFRIGERATORS:~~

~~Refrigerators in all restaurants and other food dispensers' establishments shall be lined with impervious, nonabsorbent material and adequately drained by indirect or broken connection with the sewer, and there shall be separate compartments for keeping such food materials as may unfavorably affect each other if kept together. Scrupulous cleanliness shall be maintained at all times. (Ord. 61-O-44, 1961)~~

~~6-5-7: POISONOUS CLEANSING AGENTS:~~

~~No person operating or conducting any restaurant or other food dispensing establishment shall use any ingredient or substance containing any sodium cyanide, oxalic acid, mercuric compound or other poisonous substance for the cleaning of nickel, copper, silverware, silver~~

~~plated ware or other articles or utensils used for the service or preparation of food or foodstuffs. (Ord. 61-O-44, 1961)~~

~~6-5-8: PROTECTION OF FOOD:~~

~~All food which is received and which is intended to be used and prepared for human consumption, upon being received by any person in any food dispensing establishment, shall be adequately protected from dust, flies, vermin and insects. (Ord. 61-O-44, 1961)~~

PROPOSED: CHAPTER 5 – *DISRUPTION OF UTILITY SERVICE*

6-7-1: DEFINITIONS:

“**Person**” means an individual, corporation, partnership, joint venture, contractor, association, municipality or other governmental unit or utility company.

“**Utility service**” means telephone, gas, electric, water and storm or sanitary sewer service, regardless of who provides those services.

“**Disrupt**” means to interrupt any utility service for a period of sixty (60) minutes or more.

“**Resident**” means any person residing within the corporate limits of the Village of Willowbrook, or any business, commercial, retail, manufacturing, educational, governmental, or non-profit entity of any sort, located within the corporate limits of the Village of Willowbrook.

“**Excavation**” means any operation in which earth, soil, rock or other material in or on the ground is moved, removed or otherwise displaced by means of any tools, machinery, power equipment or explosives.

“**J.U.L.I.E.**” means the state-wide on-call notice system established for the location of underground utility facilities.

6-7-2: PROHIBITION:

No person, through excavation or any other negligent, intentional or malicious act within the corporate limits of the Village of Willowbrook, shall disrupt any utility service to any resident or property owner of the Village of Willowbrook.

6-7-3: PENALTY:

Any person, firm, corporation or entity who violates, disobeys, omits, neglects, refuses to comply with or who resists enforcement of any of the provisions of this Chapter, shall, upon a finding or liable or guilty, be fined.

6-7-4: DEFENSES:

It shall be a defense to the application of this Chapter to demonstrate that J.U.L.I.E., or the utility whose service was disrupted, was contacted prior to the excavation for the purpose of marking or otherwise identifying the underground utility facilities, and that the underground utility line markings or identifications indicated by J.U.L.I.E. or said utility were respected.

EXISTING: CHAPTER 6 – ~~REFUSE – SCAVENGER SERVICE~~

~~6-6-1: DEFINITIONS:~~

~~As used in this chapter, unless the context otherwise requires, the following words and terms shall be construed as herein defined:~~

~~ALUMINUM FORMED CONTAINERS AND ALUMINUM FOIL: A bluish-white, lightweight, durable metal food or beverage container/wrap which does not rust.~~

~~APPROVED COMMERCIAL REFUSE CONTAINER: For those premises receiving commercial scavenger service, approved commercial refuse container shall mean receptacles of impervious material, such as galvanized metal of a suitable gauge and construction to insure durability, with a tight fitting cover, rodent and flyproof, of the type (1 to 8 cubic yard capacity) supplied by the scavenger and emptied mechanically into a "packertype" vehicle; or receptacles of not less than twenty (20) nor more than thirty two (32) gallons' capacity, of impervious material and sturdy construction, with a tight fitting cover and equipped with handles properly placed to facilitate handling.~~

~~APPROVED GARBAGE CONTAINERS: Approved garbage containers shall be:~~

~~—(A) Garbage Can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight fitting top. No garbage can shall exceed sixty (60) pounds in weight when filled.~~

~~—(B) Garbage Bag: A plastic bag with a capacity not to exceed thirty three (33) gallons in size and weighing no more than sixty (60) pounds when filled.~~

~~—(C) Bundles: Any material allowed under the definition of rubbish, or household trash, such as wood, boxes or other loose items which do not exceed five feet (5') in length or sixty (60) pounds in weight. Bundles must be securely tied with biodegradable natural fiber twine.~~

~~—(D) Toter: A wheeled plastic container with tight fitting top requiring a semi-automated lifting mechanism for collection, and approved by and/or supplied by contractor for an additional monthly charge.~~

~~APPROVED LANDSCAPE WASTE CONTAINERS: Approved landscape waste containers shall be:~~

~~—(A) Kraft Paper Bags: Special biodegradable thirty (30) gallon paper bags which shred and degrade quickly in the composting process. The bags shall not be chemically treated with toxic chemicals to inhibit bag content degradation.~~

~~—(B) Toter: A wheeled plastic container (60 and/or 90 gallon) with tight fitting top requiring a semi-automated lifting mechanism for collection, and approved by and/or supplied by the contractor for an additional monthly charge.~~

~~—(C) Bundles: Any material allowed under the definition of hard landscape waste, such as limbs, branches or other loose items which do not exceed five feet (5') in length or sixty (60) pounds in weight. Each branch shall not exceed four inches (4") in diameter and the bundle shall not exceed eighteen inches (18") total diameter. Bundles must be securely tied with biodegradable natural fiber twine.~~

~~—(D) Garbage Can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight fitting top. No garbage can shall exceed sixty (60) pounds in weight when filled.~~

~~APPROVED RECYCLABLE CONTAINER: Approved recyclable containers shall be:~~

~~—(A) Brown Kraft Paper Bags: A one or two (2) layer container comprised of kraft paper most often used to contain groceries. For the purpose of containing recyclables, it may be used to separate newspapers from other paper and nonpaper recyclables.~~

~~—(B) Recycling Bin: A plastic can of a type commonly sold as a recycling bin of a capacity not less than fourteen (14) gallons and not to exceed twenty (20) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted.~~

~~BIODEGRADABLE NATURAL FIBER TWINE: Twine that is chemically structured so that it rapidly decomposes primarily through the action of living soil borne microorganisms (bacteria, fungi and actinomycete) or macro organisms (crickets, slugs, sowbugs, millipedes, etc.).~~

~~BROWN KRAFT PAPER BAGS: A one or two (2) layer container comprised of kraft paper most often used to contain groceries.~~

~~BULK ITEMS: Garbage that is too large to fit in an approved garbage container including, but not limited to, boxes, barrels, crates, furniture, carpets, mattresses, box springs and other household appliances, except those items which are banned from direct disposal into a landfill.~~

~~BULK LANDSCAPE WASTE: Soft landscape waste and/or hard landscape waste in such volume as to warrant the use of toters.~~

~~CATALOG: A book containing an itemized list of names or articles arranged in order or classified.~~

~~CHIPBOARD: Single layer cardboard used for packaging cereal, crackers, tissue and other similar products.~~

~~CHIPPING: The mechanical process of breaking up woody, hard landscape wastes into smaller pieces to be used as a landscape mulch or as a bulking agent.~~

~~COMMERCIAL PREMISES: Any premises other than single family residences.~~

~~COMMERCIAL SCAVENGER SERVICE: The collection or disposal of refuse from premises other than single family residences.~~

~~CORRUGATED CARDBOARD: A usually sturdy paper product commonly used as packaging consisting of two (2) papergrades: a wavy inner portion and an outside liner.~~

~~ENVELOPES: A flat, folded paper container for a letter or similar object.~~

~~FROZEN FOOD PACKAGES: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.~~

~~GARBAGE: Discarded materials resulting from the handling, cooking, spoilage and leftovers of foodstuffs, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including but not limited to, ashes, metal, cans, bottles, books, glass, plastic, newspapers, boxes, cartons and small amounts of earth, rock or sod, small automobile parts and building materials, waste from~~

~~residential do-it-yourself projects, provided that all such materials are of a size sufficiently small to permit being placed in an approved garbage container, except those items which are banned from direct disposal into the landfill.~~

~~Garbage shall not include industrial wastes, waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, automobile parts (other than tires) or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the Village of Willowbrook or items which are banned from direct disposal into a landfill.~~

~~GARBAGE STICKER: A special biodegradable paper stamped with the Willowbrook logo representing payment for garbage collection and disposal services to be rendered by the contractor.~~

~~HDPE: High-density polyethylene.~~

~~HARD LANDSCAPE WASTE: Brown-stemmed branches and shrub prunings with large stems/trunks not to exceed five feet (5') in length and four inches (4") in diameter individually, excluding Christmas trees.~~

~~INDUSTRIAL WASTES: Any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or other.~~

~~JUICE BOXES: Aseptic cartons consisting of high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.~~

~~JUNK MAIL: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, credit card bills and other similar correspondence.~~

~~KRAFT BAGS: Special biodegradable thirty (30) gallon paper bags which will shred and degrade quickly in the composting process and are not chemically treated.~~

~~LDPE: Low density polyethylene.~~

~~LANDSCAPE WASTE: Hard landscape waste and soft landscape waste.~~

~~LANDSCAPE WASTE STICKER (Also Sometimes Referred To As YARD WASTE STICKER): A special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the contractor to retailers for sale to the public wherein the purchase price includes the contractor's total collection, processing and sale/disposal costs for landscape waste.~~

~~MAGAZINES: Periodical publications.~~

~~MIXED PAPERS: Stationery, computer paper, note paper, letterhead and other similar papers.~~

~~PET: Polyethylene terephthalate.~~

~~POLYSTYRENE #6: A hard, rigid, dimensionally stable, clear thermoplastic polymer that is easily colored and molded for a wide variety of applications as a structural material.~~

~~PROPERLY PREPARED BULK ITEM: Bulk item to which is affixed a garbage sticker.~~

~~PROPERLY PREPARED GARBAGE: Garbage in an approved garbage container to which is affixed a garbage sticker.~~

~~PROPERLY PREPARED LANDSCAPE WASTE: Landscape waste in an approved landscape waste container to which is affixed a landscape waste sticker.~~

~~PROPERLY PREPARED RECYCLABLE: Recyclables in an approved recyclables container. Paper products are to be kept separate from nonpaper products. Customers may use separate recyclables containers for each or may segregate each within one recyclables container. Newspaper shall be kept separate from other recyclables and nonpaper recyclables by bundling them with string or bagging them in brown kraft paper bags and setting them next to the recycling bin.~~

~~PROPERLY PREPARED REFUSE: Properly prepared bulk items, properly prepared garbage, properly prepared landscape waste, properly prepared recyclable and properly prepared white goods.~~

~~PROPERLY PREPARED WHITE GOODS: White goods to which are affixed three (3) garbage stickers.~~

~~RECYCLABLE (Also Referred To As RECYCLABLE MATERIALS): Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, newspaper and newspaper inserts, clear and colored glass bottles/containers, clear HDPE #2 plastic milk and water jugs, colored HDPE #2 narrownecked plastic containers, PET #1 plastic beverage containers, catalogs, magazines, kraft paper bags, telephone books, corrugated cardboard, junk mail, mixed papers, chipboard, 6-pack and 12-pack rings (LDPE #4), polystyrene #6 (food and packaging grades), aerosol cans, paint cans, envelopes, wet-strength carrier stock, juice boxes, frozen food packages, aluminum foil, aluminum formed containers and any other items the Village and contractor agree to recycle in the future.~~

~~RECYCLING: The use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.~~

~~RECYCLING BINS: A hard-walled plastic container which can enclose recyclable materials to prevent spilling by wind or other elements when set out for collection.~~

~~REFUSE: All garbage, landscape waste, recyclables, bulk items and white goods.~~

~~RESIDENTIAL SCAVENGER SERVICE: The collection or disposal of refuse from single-family residences.~~

~~SINGLE FAMILY RESIDENCE: A free-standing, detached, single-family dwelling unit.~~

~~SOFT LANDSCAPE WASTE: Grass clippings, leaves, prunings of small diameter green-stemmed shrubs and plant stalks.~~

~~STEEL AEROSOL CANS: A hard, strong, durable container comprised of malleable alloys of iron and carbon encasing a gaseous suspension of fine solid or liquid particles.~~

~~TELEPHONE BOOKS: A book consisting of a cover made from one grade of paper and pages made from newsprint type grade paper on which names, addresses and telephone numbers, advertisements, basic information and other information are printed.~~

~~TOTER: A wheeled container in two (2) sizes (60 and 90 gallons), with cover, requiring a semi-automatic lifting mechanism for collection, and approved by and/or supplied and billed to the resident directly by the contractor for a monthly charge.~~

~~WET-STRENGTH CARRIER STOCK: Rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated. Wetstrength containers are most commonly used as carriers for beer and soda.~~

~~WHITE GOODS: Bulk items such as: refrigerators, range (electric and gas), freezers, room air conditioners, humidifiers, water heaters and other similar domestic and commercial large appliances. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

~~6-6-2: RESIDENTIAL SCAVENGER SERVICE—LICENSING; COMPETITIVE BIDDING; OTHER REQUIREMENTS:~~

~~—(A) License Required: It shall be unlawful for any person to engage in residential scavenger service or in the collection or disposal of animal, vegetable or other refuse, recyclable materials or landscape waste from any single family residence, without first having obtained a license therefor.~~

~~—(B) Number Of Licenses: One license to engage in the business of providing residential scavenger service shall be issued and in force at any one time.~~

~~—(C) License Term: Each license awarded hereunder shall be an annual license, the term of which shall commence on January 1 of any given year and continue until December 31 of the same year. The annual license fee required shall be paid in full with no proration or abatement based on the date of any award of a residential scavenger service license.~~

~~—(D) License Fee: The annual fee for a license to engage in residential scavenger service shall be one thousand dollars (\$1,000.00).~~

~~—(E) Competitive Bidding: All residential scavenger service licenses shall be awarded to the lowest responsible bidder after advertising for bids, unless the bidding process is otherwise waived by the Corporate Authorities. Bid specifications for the award of residential scavenger service licenses shall set forth those standards and specifications deemed necessary or appropriate by the Corporate Authorities, to protect the health, safety and welfare of the residents of the Village.~~

~~—(F) Standards And Specifications: A residential scavenger service licensee shall at all times comply with each and every term, provision and condition set forth in the contract by and between the Village and such licensee.~~

~~—(G) Rates: The residential scavenger service licensee shall be permitted to charge such rates as are set forth in the contract by and between the Village and such licensee. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

~~6-6-3: COMMERCIAL SCAVENGER SERVICE—LICENSING; OTHER REQUIREMENTS:~~

~~—(A) License Required: It shall be unlawful for any person to engage in commercial scavenger service or in the collection or disposal of animal, vegetable or other refuse, recyclable materials or landscape waste from any commercial premises without having first obtained a license therefor.~~

~~—(B) Number Of Licenses: There shall be no limit on the number of commercial scavenger service licenses; provided, however, that each licensee shall at all times comply with the standards and specifications set forth in this chapter.~~

~~—(C) License Term: Each license issued hereunder shall be an annual license, the term of which shall commence on January 1 of any given year and continue until December 31 of the~~

~~same year. The annual license fee required hereunder shall be paid in full with no proration or abatement based on the date of issuance of a commercial scavenger service license.~~

~~—(D) License Applications: Applications for a commercial scavenger service license shall be made to the Village Clerk upon such forms and supplying such information as the Village Clerk may, from time to time, reasonably require for applications, and licenses issued hereunder shall be subject to the terms of this Code otherwise applicable to business licenses.~~

~~—(E) License Fees: The annual fee for a license to engage in commercial scavenger service shall be one thousand dollars (\$1,000.00).~~

~~—(F) Rates: Rates for commercial scavenger service shall be as agreed upon by and between the licensee and the commercial scavenger service customer.~~

~~—(G) Standards:~~

~~—1. Performance Bond: Prior to the issuance of any license, the licensee shall file with the Village Clerk a performance bond in the amount of five thousand dollars (\$5,000.00) with sureties, in a form acceptable to the Village.~~

~~—2. Insurance: Prior to the issuance of any license, the licensee shall provide the Village with evidence that said licensee has currently in force adequate worker's compensation insurance and a policy of general liability insurance with such limits and coverages as the Village may from time to time require. Each licensee shall indemnify and hold the Village harmless from and against claims for damages arising by reason of the performance or nonperformance of the licensee hereunder or by reason of any act or omission of said licensee. The Village Clerk shall require the licensee to produce a certificate of insurance indicating the insurance required hereunder shall be in force during the term of the license; said certificate to reflect that the Village shall be an insured party thereunder.~~

~~—3. Truck And Equipment Regulations: All garbage and landscape waste shall be hauled and collected in exclusively modern, neat, enclosed, nonleakable, rear, front or side loading packer type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for such refuse into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. Commercial scavenger service licensees shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. All recyclables collected by any commercial scavenger service licensee shall be transported in exclusively modern, neat, clean, nonleakable recycling vehicles loaded, contained and hauled so that leaking, spilling and blowing are prevented.~~

~~—All trucks used for refuse collection shall at all times be provided with a broom and shovel for use by the commercial scavenger service licensee's personnel. Commercial scavenger service licensees shall clean up all refuse which may be scattered or dropped in the process of transporting or conveying these materials to the truck for collection or while said truck is in motion between stops or en route to the landfill, compost or processing center.~~

~~—All commercial scavenger service licensees shall, at all times, keep said equipment in first class working order and condition. The exterior and interior of such equipment shall be kept thoroughly washed and cleansed with some approved deodorant at all times.~~

~~—4. Proper Disposal: All refuse collected by a commercial scavenger service licensee shall be disposed of by the commercial scavenger service licensee at his own expense outside the corporate limits of the Village. Recyclable refuse shall be disposed of at a proper processing facility or a materials vendor. Landscape waste shall be disposed of at a site in conformance~~

~~with State requirements. It shall be unlawful for any commercial scavenger service licensee to dispose of or store any refuse in any place within the Village limits.~~

~~All refuse collected by any commercial scavenger service licensee shall be disposed of in accordance with all applicable Statutes of the State of Illinois and the ordinances of the Village.~~

~~—5. Holiday Pickups: When a scheduled pickup date falls on a holiday, the refuse shall be picked up on the next business day occurring immediately thereafter.~~

~~—6. Customer Service: Each commercial scavenger service licensee shall provide an area office and telephone number for the receipt of service calls or complaints, and shall have an employee available to receive such calls on working days from eight o'clock (8:00) A.M. to four o'clock (4:00) P.M. Complaints shall be given prompt and courteous attention. In case of missed scheduled collections, the commercial scavenger service licensee shall investigate and, if the claim is valid, shall arrange for a pickup of the refuse in question within twenty four (24) hours after the complaint is received. Any complaints received at the Village Hall will be immediately forwarded to the commercial scavenger service licensee who shall arrange for a pickup of any missed service. All commercial scavenger service licensees shall maintain a log of every complaint received, the date received, the person making the complaint, any action taken and the date such action is taken. Such complaint log shall at all times be available for inspection by the Village.~~

~~—7. Alcohol Prohibited: It shall be unlawful for any commercial scavenger service licensee, its agents, servants or employees, to be performing scavenger services within the Village while under the influence of intoxicating liquors. Said violation will subject a commercial scavenger service licensee to license revocation.~~

~~—8. Terms Of Pickup: A commercial scavenger service licensee shall collect and pick up all refuse from each premises served by said licensee. There shall be no curb pickup.~~

~~Collection shall be made from each premises at least once each week, according to a schedule to be agreed upon by the commercial scavenger service licensee and the commercial customer.~~

~~—9. Certain Hours Prohibited: It shall be unlawful for any commercial scavenger service licensee to collect, pick up or dispose of refuse or other material within the corporate limits of the Village from ten o'clock (10:00) P.M. to six o'clock (6:00) A.M. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

~~—10. Recyclable Materials: All commercial scavenger service licensees which provide services to multiple family residential premises shall make available to such premises at a competitive rate, the collection, separate from other refuse, and recycling of not less than nine (9) gallons per week per dwelling unit of the following recyclables:~~

- ~~—(a) Aluminum cans.~~
- ~~—(b) Tin/steel/bimetal cans.~~
- ~~—(c) Clear and colored glass bottles/containers.~~
- ~~—(d) Mixed papers.~~
- ~~—(e) Newspaper and newspaper inserts.~~
- ~~—(f) Junk mail.~~
- ~~—(g) Magazines.~~

~~—Such collection shall take place at least once each week, according to a schedule to be agreed upon by the commercial scavenger service licensee and the customer. (Ord. 94 O 07, 3-14-1994)~~

~~—11. Monthly Reports: All commercial scavenger service licensees which provide recyclable collection service shall submit monthly reports indicating the volume of materials collected from residential premises (other than single family residences) in the form required by the Director of Municipal Services. (Ord. 96 O 17, 10-28-1996, eff. 1-1-1997; amd. Ord. 05 O 32, 11-14-2005)~~

~~6-6-4: REFUSE ACCUMULATION, STORAGE AND DISPOSAL--STANDARDS APPLICABLE TO ALL PREMISES WITHIN THE VILLAGE:~~

~~The following regulations shall apply to all persons receiving either residential or commercial scavenger service, except as otherwise noted:~~

~~—(A) Generally:~~

~~—1. It shall be the duty of every owner, occupant and/or agent of any premises located within the Village to keep said premises free and clear from refuse at all times.~~

~~—2. Cleanliness or neatness of any private street is a direct responsibility of the owners or tenants who occupy the premises adjacent to such street. It shall be unlawful for any person to permit the accumulation of any refuse on that portion of any private street adjacent to any such person's premises unless such refuse is properly enclosed in waste containers.~~

~~—3. Refuse shall be removed from any and all premises within the Village at least once a week; provided, however, every owner, occupant and/or agent of any premises shall cause all refuse to be removed from any and all premises as often as is necessary to comply with subsection (A)1 of this section.~~

~~—4. It shall be the duty of every person owning or occupying any premises, or portions thereof, to remove or cause to be removed therefrom, before vacating the same, any and all refuse or any other waste.~~

~~—5. No person shall permit any refuse to accumulate within the Village unless said refuse shall be suitably enclosed in waste containers.~~

~~—6. All waste containers shall be as previously defined and no other type of container shall be acceptable. A sufficient number of waste containers for a weekly accumulation of refuse shall be provided and at all times maintained in good order and repair by the owner, occupant or agent of any premises in the Village. All waste containers shall be kept clean and disinfected with an antiseptic solution as often as necessary to maintain them in a sanitary condition. Filthy, leaky or defective receptacles shall be cleaned, repaired or replaced by the owner, occupant or agent of the premises served.~~

~~—7. It shall be the duty of the owner, occupant or agent of any premises to cause all refuse produced on the premises to be thoroughly drained of all surplus liquid, securely wrapped or bagged in paper or plastic, bundled or packed in a covered box or carton of such dimensions as will permit its free passage into and out of the waste container, and finally deposited, after such wrapping, bagging, bundling or packaging in such waste container, as soon as practicable after the same is produced thereon. All refuse shall be securely wrapped, bagged, bundled or packed in such a manner as may be necessary to prevent the scattering of same, and shall be deposited in a waste container as prescribed herein.~~

~~—(B) Additional Regulations For Residential Scavenger Service: Notwithstanding any provision in this section to the contrary, the following regulations shall apply to all persons receiving residential scavenger service:~~

~~—1. The owner or occupant of every single-family residence shall provide and maintain in good condition and repair not less than one approved garbage container.~~

~~—2. Approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items are to be stored at the side or rear of the residence except from three o'clock (3:00) P.M. on the day prior to collection to seven o'clock (7:00) P.M. on the day of collection, when said approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items may be placed at the curb.~~

~~—3. An unlimited amount of properly prepared refuse may be placed for collection and pickup.~~

~~—4. A user fee which shall be determined from time to time by the contract entered into between the Village and the residential scavenger service licensee shall be imposed for the collection of refuse, excluding recyclables. The Village will maintain a list of locations at which garbage stickers and landscape waste stickers may be purchased. Garbage stickers and landscape waste stickers will be available for purchase at the Village Hall.~~

~~—(C) Additional Regulations For Commercial Scavenger Service: Notwithstanding any provision in this section to the contrary, the following regulations shall apply to all persons receiving commercial scavenger service:~~

~~—1. Waste containers may be located anywhere on a lot except in a required front yard or in a required exterior side yard. Said containers must be adequately screened from public view with a solid type fencing not less than five feet (5') in height provided that the height of said fencing shall exceed by no more than twelve inches (12") the height of the waste container(s). Said fencing shall enclose the waste container(s) on no less than three (3) sides.~~

~~—2. A special pickup shall be arranged for all bulk items and said bulk items shall remain within an enclosed building until said special pickup. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

6-6-5: PROHIBITED ACTS:

~~It shall be unlawful:~~

~~—(A) For any person, other than the residential scavenger service licensee, to purchase and/or collect recyclable materials from any single-family residence.~~

~~—(B) For any person receiving residential scavenger service to place for collection or pickup any refuse unless it is properly prepared refuse.~~

~~—(C) For any person receiving residential scavenger service to mix landscape waste that is intended for collection or disposal with any garbage or recyclable material.~~

~~—(D) For any person receiving residential scavenger service to place for collection or disposal any garbage or landscape waste contained in an approved recyclable container.~~

~~—(E) For any person, other than the owner, to:~~

~~—1. Obtain or exert unauthorized control over a Village landscape waste sticker, recycling bin or garbage sticker; or,~~

~~—2. Obtain, by deception, control over a Village landscape waste sticker, recycling bin or garbage sticker; or,~~

~~—3. Obtain, by threat, control over a Village landscape waste sticker, recycling bin or garbage sticker; or,~~

~~—4. Obtain control of a stolen Village landscape waste sticker, recycling bin or garbage sticker, knowing any of such to have been stolen or under such circumstances as would reasonably induce such person to believe that any of such property was stolen; and, when such person:~~

~~—(a) Intends to deprive the owner permanently of the use or benefit of any of such property; or,~~

~~—(b) Knowingly uses, conceals or abandons the property in such a manner as to deprive the owner permanently of such use or benefit; or,~~

~~—(c) Uses, conceals or abandons the property knowing such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.~~

~~—(F) For any owner or occupant of any premises to fail to remove any and all refuse before vacating any such premises.~~

~~—(G) For any person to bury refuse at any time within the Village.~~

~~—(H) For any person to permit the storage of or to store any refuse in any such way as to create a fire hazard.~~

~~—(I) For any person to dump, deposit or place any refuse upon real property owned by another without the consent of the owner or person in possession of such real property, and otherwise in conformance with all applicable regulations set forth in this chapter.~~

~~—(J) For any person to sweep or deposit any sweeping from any sidewalk, driveway, building or any construction activity onto any public or private street. (Ord. 93 O 14, 8-9-1993, eff. 8-19-1993)~~

~~6-6-6: MANDATORY REMOVAL OF REFUSE; LIEN:~~

~~—(A) It shall be unlawful for any person who is the owner or occupant of any property to fail to remove therefrom all refuse, litter or any other debris or to allow the accumulation thereon.~~

~~—(B) Should any person owning or occupying property within the Village refuse to or neglect to remove any refuse, litter or debris as required by this section, within ten (10) days of issuance of a written notice to do so, the Village may cause said refuse, litter or debris to be removed.~~

~~—(C) Upon removal of any refuse, litter or debris from property as prescribed in this section after a failure of the owner or occupant of such property to do so, the cost of such removal shall be paid within ten (10) days after mailing of a statement of said costs to the owner.~~

~~—Within sixty (60) days after such costs and expense is incurred and upon the failure of the owner or occupant of said property to reimburse the Village for expenses in removal of said refuse, litter or debris, the Village Clerk, in the name of the Village, shall file a notice of lien in the Office of the Recorder of Deeds of DuPage County, which shall be a lien against the real estate superior to all other liens and encumbrances except tax liens. However, said lien shall not be valid as to any purchaser whose rights in and to such real estate have arisen subsequent to removal of the refuse, litter or debris and prior to the filing of notice of lien, and said lien shall not be valid as to any mortgage, judgment creditor or other lienor whose rights in and to such~~

~~real estate arose prior to the filing of such notice of lien. The notice shall consist of a sworn statement setting out a description of the real estate sufficient for identification thereof, the amount of money representing the cost and expense incurred or payable for the service, and the date or dates when such cost and expense were incurred.~~

~~—(D)—The owner or occupant interested in such property may cause said lien to be released by paying to the Village Clerk such cost and expenses incurred by the Village in the process of removing said refuse, litter or debris from the liened premises. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

~~6-6-7: SUSPENSION OR REVOCATION OF LICENSE:~~

~~Any residential or commercial scavenger service licensee who violates any provision of this chapter shall be subject to license suspension or revocation proceeding as otherwise provided for by this Code, in addition to any and all other remedies available to the Village. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

~~6-6-8: PENALTIES:~~

~~Any person convicted of a violation of any provision of this chapter shall be fined a sum as provided for in the general penalty provisions of this Code. Such penalty shall be in addition to the obligation to pay any and all costs otherwise provided for in this chapter. (Ord. 93-O-14, 8-9-1993, eff. 8-19-1993)~~

PROPOSED: CHAPTER 6 – *RESERVE.*

EXISTING: CHAPTER 7 – OPEN BURNING

~~7-1: LEGISLATIVE DECLARATION:~~

~~The President and Board of Trustees find that the pollution of the air of this Village constitutes a menace to public health and welfare, creates public nuisances, adds to cleaning costs, accelerates the deterioration of materials, adversely affects agriculture, business, industry, recreation, climate and visibility, depresses property values and offends the senses.~~

~~It is the purpose of this chapter to restore, maintain and enhance the purity of the air of this Village in order to protect health, welfare, property and the quality of life and to assure that no air contaminants are discharged into the atmosphere without being given the degree of treatment of control necessary to prevent pollution. (Ord. 81-O-42, 12-14-1981)~~

~~6-7-2: DEFINITIONS:~~

~~As used in this chapter, unless the context otherwise requires, the following words and terms shall be construed as herein defined:~~

~~AIR POLLUTION: The presence in the atmosphere of one or more contaminants in sufficient quantities and of such characteristics and duration as to be injurious to human, plant or animal life, to health or to property or to unreasonably interfere with the enjoyment of life or property.~~

~~CONTAMINANT: Any solid, liquid or gaseous matter, any odor or any form of energy, from whatever source.~~

~~GARBAGE: Waste resulting from the handling, processing, preparation, cooking and consumption of food, and the waste from the handling, processing, storage and sale of produce.~~

~~OPEN BURNING: The combustion of any matter in the open or in an open dump.~~

~~PERSON: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, State agency or any other legal entity, or their legal representative, agent or assigns.~~

~~REFUSE: Any garbage or other discarded material, including solid, liquid, semi-solid or containing gaseous material. (Ord. 81-O-42, 12-14-1981)~~

~~6-7-3: ACTS PROHIBITED:~~

~~No person shall:~~

~~—(A)—Cause or threaten to allow the discharge or emission of any contaminant into the environment in the Village so as to cause or tend to cause air pollution in the Village, either alone or in combination with contaminants from other sources, or so as to violate regulations and standards adopted by the Pollution Control Board of the State of Illinois.~~

~~—(B)—Construct, install or operate any equipment, facility, vehicle, vessel or aircraft capable of causing or contributing to air pollution or designed to prevent air pollution, of any type designated by the regulations of the Illinois Pollution Control Board, without a permit granted by the Environmental Protection Agency of the State of Illinois, or in violation of any conditions imposed by such permit.~~

~~—(C)—Cause or allow the open burning of refuse, conduct any salvage operation by open burning, or cause or allow the burning of any refuse in any chamber not specifically designed for the purpose and approved by the Environmental Protection Agency of the State of Illinois~~

~~pursuant to regulations adopted by the Illinois Pollution Control Board; except that the Illinois Pollution Control Board may adopt regulations permitting open burning or refuse in certain cases upon a finding that no harm will result from such burning, or that any alternative method of disposing of such refuse would create a safety hazard too extreme as to justify the pollution that would result from such burning.~~

~~—(D)—Cause or allow the open burning of leaves, weeds, yard trimmings, yard debris and/or tree branches. (Ord. 81-O-42, 12-14-1981)~~

PROPOSED: CHAPTER 7 – *RESERVE.*

EXISTING: CHAPTER 8 – ~~WATER SERVICE~~

~~6-8-1: DEFINITION:~~

~~The term "water system of the Village of Willowbrook" shall mean all physical assets used for the production, storage and distribution of water whether owned, operated, leased, purchased, possessed or maintained by the Village of Willowbrook. (Ord. 78 O-11, 2-27-1978)~~

~~6-8-2: CONNECTION:~~

~~—(A) Permit:~~

~~—1. Connection And Permit Required: It shall be the duty of the owner and/or occupant of any house, dwelling, building, factory or industrial or commercial establishment, adjacent to the water system of the Village of Willowbrook, to cause such premises to be connected to such system. It shall be the duty of the owner and/or occupant of any house, dwelling, building, factory or industrial or commercial establishment which is rendered adjacent to the water system of the Village of Willowbrook to cause such premises to be connected to such system within two (2) years of the date upon which such premises are rendered adjacent to such system.~~

~~—For purposes of this subsection, premises shall be deemed to be adjacent to the water system of the Village where a water main is located in a public right-of-way or easement contiguous to such premises and said water main extends along the entire frontage of such premises. Further, premises shall not be deemed to be adjacent to the water system of the Village where connection to such system would require tunneling or boring for a distance of greater than two hundred feet (200') under any roadway, building or flowing stream. (Ord. 04 O-18, 4-26-2004)~~

~~—No person shall make any connection to the water system of the Village without first having obtained a permit therefor. Application for permits shall be made to the Director of Municipal Services on the form provided by the Village and shall be accompanied by the following: (Ord. 04 O-18, 4-26-2004; amd. Ord. 05 O-32, 11-14-2005)~~

~~—(a) Payment of all applicable fees and charges.~~

~~—(b) A sketch plan showing the location of the proposed service line and the point at which the main will be tapped. (Ord. 04 O-18, 4-26-2004)~~

~~—All permits shall be signed by the Director of Municipal Services.~~

~~—The Board of Trustees may, by ordinance, grant variations from the regulations imposed under this subsection. An application for a variation shall be filed with the Director of Municipal Services, and shall identify the specific unique circumstances affecting the subject property and the specific detriment which would result in the absence of the requested variation. The Director of Municipal Services shall promptly review each application and forward the same, along with recommendations thereon, to the Board of Trustees. No variation shall be granted unless unique circumstances affecting the subject property, not of the property owner's creation, would result in some substantial detriment in the absence of the requested variation, nor shall a variation be granted if any material detriment to the public health, safety or welfare would result therefrom. Financial hardship shall not constitute unique circumstances or a substantial detriment for the purposes of this subsection. The Board of Trustees may impose such conditions or restrictions upon the grant of any variation as may be necessary or appropriate to further the purpose and intent of the connection requirements of this subsection.~~

~~— 2. Denial Of Permit, Hearing: The Director of Municipal Services may deny a connection permit for any one or more of the following reasons: (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~— (a) The application for a permit is not complete in accordance with subsection (A)1 of this section;~~

~~— (b) The person who is to make the connection to the water system is not a licensed plumber;~~

~~— (c) A licensed plumber set forth in the application has previously violated any rules or regulations contained in this chapter governing the making of connections to the water system of the Village;~~

~~— (d) A licensed plumber set forth in the application has previously made any connection to the water system of the Village in a manner which endangered the potable water supply of the Village or any portion thereof, or in a manner which evidenced a negligent disregard for the safety of the potable water supply of the Village, or any portion thereof. (Ord. 04-O-18, 4-26-2004)~~

~~— If the Director of Municipal Services denies any connection permit, he shall notify the applicant in writing of the denial and the reasons therefor. Any person aggrieved by a decision of the Director of Municipal Services in denying any connection permit shall have the right to appeal to the Municipal Services Committee of the Village in accordance with the procedural guidelines set forth in section 3-1-15 of this Code.~~

~~— 3. Suspension, Revocation Of Permits: The Director of Municipal Services shall have the right to suspend any connection permit and issue a stop work order for a period not to exceed fourteen (14) days if any person: (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~— (a) Violates any rule or regulation contained in this chapter governing the making of connections to the water system of the Village; or~~

~~— (b) Performs any work so as to endanger the potable water supply of the Village or any portion thereof, or which evidences a negligent disregard for the safety of the potable water supply of the Village, or any portion thereof. (Ord. 04-O-18, 4-26-2004)~~

~~— Within seven (7) days after the Director of Municipal Services has so acted, the Municipal Services Committee shall call a hearing for the purpose of determining whether or not the permit should be revoked. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~— Notice of the hearing shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the permittee at his last known address, at least five (5) days prior to the date set for the hearing.~~

~~— At the hearing, the Village Attorney shall present the complaint and shall represent the Village. The permittee shall be permitted counsel and shall have the right to submit evidence and cross-examine witnesses.~~

~~— (B) Location And Cost: All connections to the water system of the Village of Willowbrook shall be made at the water main by a licensed plumber. Each applicant shall provide and pay for the cost of construction, both labor and materials, of the water service from the main to the premises to be served. Any licensed plumber performing work under this Code shall have on file with the Village of Willowbrook a properly executed bond. (Ord. 04-O-18, 4-26-2004)~~

~~—(C) Meters: All connections to the Village of Willowbrook water system must be metered with a meter and outside reading device furnished by the Village of Willowbrook unless excepted by subsection (F)5 of this section; however, the use and installation of outside reading devices will be at the discretion of the Village of Willowbrook. The cost of each such meter and reading device shall be paid by the applicant as part of the building permit fee. Such meter and reading device shall, however, be the property of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-12, 5-9-2005)~~

~~—All meters and reading devices provided for herein shall be installed by employees of the Village of Willowbrook's Department of Municipal Services in a location that will be easily accessible to both applicant and any officer or employee of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~—The cost of any repair or replacement of a meter or reading device shall be borne by the Village of Willowbrook, except in the event that the repair or replacement was necessitated by the negligence of any user.~~

~~—Any meter in excess of two inches (2") must be a compound meter.~~

~~—(D) Installment And Inspection Of Water System Connections: The following regulations shall be applicable to any person making connection to the water system of the Village:~~

~~—1. All water system connections, including meter installation or well disconnections, shall be performed between the hours of seven o'clock (7:00) A.M. and three thirty o'clock (3:30) P.M. Monday through Friday.~~

~~—2. The licensed plumber performing such work shall give twenty four (24) hours' advance notice to the Village prior to any work being performed.~~

~~—3. All water system connections, including backfilling, shall be completed within two (2) working days.~~

~~—4. The Village must inspect and approve each water system connection before backfilling.~~

~~—5. The licensed plumber performing such work shall notify the Village and request an inspection before backfilling is permitted. (Ord. 04-O-18, 4-26-2004)~~

~~—6. Restoration of all rights-of-way shall be completed within thirty (30) days after the licensed plumber begins work under any permit. An extension for completing the restoration may be granted only with written authorization from the Director of Municipal Services. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~—7. All work shall otherwise be in conformance with the provisions of this chapter. (Ord. 04-O-18, 4-26-2004)~~

~~—(E) Opening Valves: No service to any user shall be turned on or valve opened by any person other than the Director of Municipal Services or other duly authorized employee of the Department of Municipal Services of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~—(F) Connection Charge: All charges for making connection to the water system of the Village shall be payable at the time of any application and shall be in the following amounts:~~

~~—1. Single Family Detached Residences: The Village shall require that all single family detached residences connect to the water system with a minimum tap and service connection in accordance with section 890.1200 of the Illinois Plumbing Code or a one and one half inch~~

~~(1½") service, whichever is greater. The fee for a single family detached residential connection shall be six hundred dollars (\$600.00). This requirement shall apply to all new construction, as well as scheduled demolition and reconstruction.~~

~~— 2. Multi-Family Residences: All multi family residences (including, but not by way of limitation, all apartments, condominiums, duplexes or townhouses):~~

~~-~~

Tap	
1½ inch	\$600.00 plus \$100.00 per acre or any part thereof
2 inch	\$900.00 plus \$100.00 per acre or any part thereof
3 inch	\$1,200.00 plus \$100.00 per acre or any part thereof
4 inch	\$1,500.00 plus \$100.00 per acre or any part thereof
5 inch	\$2,000.00 plus \$100.00 per acre or any part thereof
6 inch	\$3,000.00 plus \$100.00 per acre or any part thereof
7 inch	\$4,000.00 plus \$100.00 per acre or any part thereof
8 inch	\$5,000.00 plus \$100.00 per acre or any part thereof
9 inch	\$6,200.00 plus \$100.00 per acre or any part thereof
10 inch	\$7,500.00 plus \$100.00 per acre or any part thereof
11 inch	\$8,800.00 plus \$100.00 per acre or any part thereof
12 inch	\$10,000.00 plus \$100.00 per acre or any part thereof

~~-~~

~~In the case of one meter servicing all multi-family units, the connection charge set forth above shall be considered a charge applicable to the first unit of any such multi-family structure. An additional connection charge of three hundred dollars (\$300.00) shall be payable for each additional apartment, condominium, townhouse or other dwelling or living unit within such multi-family structure.~~

~~— 3. Nonresidential: All nonresidential water connection fees:~~

~~-~~

Meter Size	Fee
1½ inch and smaller meter	\$1,600.00
2 inch meter	2,200.00
3 inch meter	2,800.00
4 inch meter	3,700.00
6 inch meter	6,300.00

~~-~~

~~The use of any meter of a size other than those specified in the schedule set forth herein shall result in the payment of the connection charge applicable to the next largest meter provided for in the schedule aforesaid.~~

~~4. Additional Connection Charges:~~

~~(a) Definitions:~~

~~(1) Unit:~~

~~A. Living quarters devoted to single family use and occupancy, whether such quarters be attached or detached or described as apartments, condominiums, townhouses or duplexes.~~

~~B. For an improvement devoted to any other use other than that defined in the subsection above, units shall be computed at the rate of three (3) units per each acre or part thereof.~~

~~(2) Front Footage: The footage of any side of a lot or parcel directly adjacent and contiguous to a right-of-way or easement in which the improvement shall be located, irrespective of whether such side of the particular lot or parcel would be customarily referred to as a front, rear or side lot line.~~

~~(b) 75th Street Improvement: The 75th Street twelve inch (12") water main extension as fully detailed on the construction plans and drawings prepared by Wight & Company, Downers Grove, Illinois, and known as project no. 75-6372-13, dated October 11, 1977.~~

~~(1) Direct Benefit:~~

~~A. The following parcel is deemed to receive a direct benefit from the construction of the improvement:~~

~~That parcel located on the north side of 75th Street east of Eleanor Street, being approximately 200 feet by 192.9 feet, located in the northwest quarter of Section 26, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.~~

~~Upon application for connection permit, the parcel identified above as a parcel receiving a direct benefit from the improvement, shall pay to the Village Clerk as an additional connection fee, the sum of ten dollars ninety seven cents (\$10.97) per front foot, multiplied by the lot frontage, as heretofore defined in this section together with a sum equal to seven percent (7%) per annum thereon from January 1, 1978. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.~~

~~(c) Bentley Avenue And 65th Street Improvement: The Bentley Avenue and 65th Street water main project as fully detailed in the plans and specifications prepared by Frank Novotny Associates, Inc., and known as project #6600-6500.~~

~~(1) Direct Benefit:~~

~~A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:~~

~~The west half of the south half of the south half of the southwest quarter of the northeast quarter of the northeast quarter (Common Address 6446 Tennessee Avenue);~~

~~ALSO~~

~~Lot 2 of Howard's Plat of Resubdivision being a subdivision in the west half of the northeast quarter (Common Address 6533 Bentley Avenue);~~

~~———— All in Section 22, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois:~~

~~———— Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of twenty two dollars seventy one cents (\$22.71) per foot of "front footage" as heretofore defined in this section, together with a sum equal to seven percent (7%) per annum thereon from June 20, 1991. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.~~

~~———— (d) 58th Place And Holmes Avenue Improvement: The 58th Place and Holmes Avenue water main project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H1.~~

~~———— (1) Direct Benefit:~~

~~———— A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:~~

~~———— Lots 104, 105 and 106 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 101 58th Place);~~

~~———— ALSO~~

~~———— Lots 107, 108 and 109 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 105 58th Place);~~

~~———— ALSO~~

~~———— Lots 110, 111 and 112 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 109 58th Place);~~

~~———— ALSO~~

~~———— Lots 113, 114 and 115 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 113 58th Place);~~

~~———— ALSO~~

~~———— Lots 116, 117 and 118 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 117 58th Place);~~

~~———— ALSO~~

~~———— Lots 119, 120 and 121 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 121 58th Place);~~

~~———— ALSO~~

~~———— Lots 122, 123 and 124 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 125 58th Place);~~

~~———— ALSO~~

~~———— Lots 125, 126 and 127 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 129 58th Place);~~

~~———— ALSO~~

~~———— Lots 128, 129, 130 and 131 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 201 58th Place);~~

~~———— ALSO~~

~~———— Lots 74, 75, 76 and 77 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 202 58th Place);~~

~~———— ALSO~~

~~———— Lots 132, 133, 134 and 135 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 209 58th Place);~~

~~———— ALSO~~

~~———— Lots 70, 71, 72 and 73 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 210 58th Place);~~

~~———— ALSO~~

~~———— Lots 45, 46 and the south half of lot 44 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5805 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 42, 43 and the north half of lot 44 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5809 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 40 and 41 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5819 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 38 and 39 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5835 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 36 and 37 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5837 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 34 and 35 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5839 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 32 and 33 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5841 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 30 and 31 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5843 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 28 and 29 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5845 Holmes Avenue);~~

~~———— ALSO~~

~~———— Lots 25, 26 and 27 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5847 Holmes Avenue);~~

~~———— All in Section 14, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.~~

~~———— Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of three thousand seventy three dollars thirty seven cents (\$3,073.37), together with a sum equal to seven percent (7%) per annum thereon from January 13, 2003. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.~~

~~———— (e) Western Avenue Water Main Extension Project: The Western Avenue water main extension project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H19.~~

~~———— (1) Direct Benefit:~~

~~———— A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:~~

~~———— Lot 17 (except the west 394.91 feet and except the east 116.95 feet) in Clarendon Hills Acre Estates (Common Address 365 59th Street);~~

~~———— ALSO~~

~~———— The East 180.00 feet of the west 394.00 feet of lot 40 in Clarendon Hills Farms (Common Address 370 59th Street);~~

~~———— ALSO~~

~~———— Lot 17 (except the west 234.91 feet and except the east 233.91 feet) in Clarendon Hills Acre Estates (Common Address 367 59th Street);~~

~~———— ALSO~~

~~———— The west 234.91 feet of Lot 17 of the Clarendon Hills Acre Estates (Common Address 5905 Western Avenue);~~

~~———— ALSO~~

~~———— The north 165.5 feet of the west $\frac{1}{2}$ of Lot 18 of the Clarendon Hills Acre Estates (Common Address 5929 Western Avenue);~~

~~———— ALSO~~

~~———— The south 165.5 feet of the west $\frac{1}{2}$ of Lot 18 of the Clarendon Hills Acre Estates (Common Address 5945 Western Avenue);~~

~~———— ALSO~~

~~———— Lot 1 of the Kirk's Resubdivision (Common Address 6003 Western Avenue);~~

~~_____ ALSO~~

~~_____ Lot 2 of the Kirk's Resubdivision (Common Address 6015 Western Avenue);~~

~~_____ ALSO~~

~~_____ The north 165.5 feet of the west 209.6 feet of Lot 20 in Clarendon Hills Acre Estates (Common Address 6029 Western Avenue);~~

~~_____ ALSO~~

~~_____ Lot 5 of the Eileen Thomes Resubdivision (Common Address 5904 Western Avenue);~~

~~_____ ALSO~~

~~_____ Lot 7 of the Eileen Thomes Resubdivision (Common Address 5908 Western Avenue);~~

~~_____ ALSO~~

~~_____ The north 82.75 feet of the northeast $\frac{1}{4}$ of Lot 31 in Clarendon Hills Acre Estates (Common Address 5926 Western Avenue);~~

~~_____ ALSO~~

~~_____ The northeast $\frac{1}{4}$ of Lot 31 except the north 82.75 feet in Clarendon Hills Acre Estates (Common Address 5930 Western Avenue);~~

~~_____ ALSO~~

~~_____ The south 165.5 feet of the east $\frac{1}{2}$ of Lot 31 of the Clarendon Hills Acre Estates (Common Address 5950 Western Avenue);~~

~~_____ ALSO~~

~~_____ The north 82.75 feet of the east $\frac{1}{2}$ of Lot 30 of the Clarendon Hills Acre Estates (Common Address 6000 Western Avenue);~~

~~_____ ALSO~~

~~_____ Lot 4 of Machala's 2nd Division (Common Address 6006 Western Avenue);~~

~~_____ ALSO~~

~~_____ Lot 5 of Machala's 2nd Division (Common Address 6024 Western Avenue);~~

~~_____ ALSO~~

~~_____ The east 258 feet of the north half of Lot 29 (except the south 16.5 feet thereof and except the east 33 feet thereof) in Clarendon Hills Acre Estates (Common Address 6026 Western Avenue);~~

~~_____ All in Section 15, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.~~

~~_____ Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of five thousand three hundred ninety five dollars~~

~~seventy cents (\$5,395.70), together with a sum equal to seven percent (7%) per annum thereon from November 24, 2003. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter. (Ord. 04-O-18, 4-26-2004)~~

~~—(f) Thurlow Street Water Main Extension Project: The Thurlow Street water main extension project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H58.~~

~~—(1) Direct Benefit:~~

~~—A. The following parcel is deemed to receive a direct benefit from the construction of the improvement:~~

~~—Lot 14 in Erion's Highview Estates Subdivision (Common Address of 7S.052 Thurlow Street) in Section 23, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.~~

~~—Upon application for a connection permit, the parcel identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of eleven thousand ninety eight dollars fifty cents (\$11,098.50), together with a sum equal to seven percent (7%) per annum thereon from August 14, 2006. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.~~

~~(Ord. 06-O-32, 10-9-2006)~~

~~—5. New Construction Unmetered Water Connection Service Fee:~~

~~—(a) In addition to and notwithstanding any other connection fees or service charges described in this section, no building permit for new construction required by section 4-2-10 of this Code shall be issued until the water service fee therefor has been paid to the Village as further described below, covering use of unmetered water during new construction. The Director of Municipal Services, or his or her designate, in his or her sole discretion, may require installation of a temporary outside meter to measure water used during such construction if he or she determines that such water use may be greater than that typically used during new construction operations in the Village. The installation of such temporary outside meter shall not relieve the building permit applicant of the duty to pay the water service fee and all other applicable water fees. Water measured by any such temporary outside meter shall be paid for at the Village's regular metered water rates.~~

~~—(b) The unmetered water service connection fee for new construction required by this subsection shall be one hundred dollars (\$100.00) per single-family detached residence, multi-family residence (including, but not by way of limitation, apartment, condominium, duplex, or townhouse), and nonresidential structure. (Ord. 05-O-12, 5-9-2005)~~

~~—(G) Water Fund: All fees and charges described above shall be paid in the Water Fund of the Village. (Ord. 04-O-18, 4-26-2004)~~

~~—(H) Connection Without Permit: No connection shall be made with the waterworks system without the signed permit of the Director of Municipal Services. Any connection or opening made with the waterworks system without such signed permit or in any manner different from the mode prescribed for such opening or connection, shall subject the maker to a penalty as provided by section 1-4-1 of this Code.~~

~~—(I) Village To Make Connection: No connection shall be made to any fire hydrant within the corporate limits of the Village except those made by the Village and/or one or more of the fire protection districts servicing the Village. Should the Director of Municipal Services and/or the Village Administrator determine that there exists no other reasonable source of water supply, either the Director of Public Services or the Village Administrator may issue a permit permitting a temporary connection to said hydrant. All such connections must be metered. Any person requesting such a permit must deposit an amount as determined by the Village Administrator to be sufficient to cover the cost of the required meter. In addition, any person requesting such a permit and obtaining the required meter shall pay to the Village a rental fee for said meter in the amount of thirty dollars (\$30.00) per month or any portion thereof. Any person found to have violated the provisions of this section shall be subject to the general penalty contained in section 1-4-1 of this Code. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)~~

~~—(J) Rules And Regulations: The President and Board of Trustees are hereby authorized to make such rules and regulations consistent with this chapter for the connections to the waterworks system, specifying the types and sizes of pipes and all the other appurtenances and extensions thereto, and amend the same from time to time as may be deemed necessary. All service pipes and connections to the waterworks system shall comply with the said specifications and rules. Any person not complying with the specifications and rules for connection to the waterworks system shall be subject to a penalty as provided by section 1-4-1 of this Code.~~

~~—(K) Right Of Access: Employees of the waterworks system shall have the right of access to any premises served by the waterworks service for the purpose of reading water meters and all remote reading devices or systems at the regular prescribed intervals, or for the purpose of making inspections and/or repairs in order to maintain same in good condition and provide for the protection of said system and the efficient management thereof. Where such inspections or repairs are of an immediate or urgent nature, employees of the system shall arrange appointments for such inspections or repairs at times mutually convenient to those persons, tenants or employees occupying the premises where such inspections and/or repairs are to be undertaken. Any person refusing to allow said employees access to any premises served by the waterworks system as aforesaid shall be subject to a penalty as provided by section 1-4-1 of this Code.~~

~~—(L) Copy On File: A copy of this chapter, properly certified by the Village Clerk, shall be filed in the Village office, and shall be deemed notice to all owners of real estate of their liability for service supplied to any user of the service of the waterworks system of the Village on their properties, and it shall be the duty of the Village Clerk and such other officers of this Village to take all action necessary or required by the laws of the State of Illinois thereunto enabling to file all claims for money due to the Village and to prosecute and enforce such claims in the manner, form and time as permitted by the laws of the State of Illinois. (Ord. 04-O-18, 4-26-2004)~~

6-8-3: RATES:

~~The rates and charges established in this section are effective January 1, 2015. (Ord. 14-O-55, 12-15-2014)~~

~~—(A) Water Charges: All property upon which any building has been or may hereafter be erected having a connection with any main or pipe which may be hereafter constructed and used in connection with the Village water system shall pay the following rates: (Ord. 04-O-18, 4-26-2004)~~

-

		Rate Per 1,000 Gallons
Residential usage—billed quarterly:		-
-	First 36,000 gallons per quarter	\$ 9.67
-	All over 36,000 gallons per quarter	11.14
Master metered multi-family residential usage—billed quarterly:		-
-	First 36,000 gallons multiplied by the number of dwelling units per building per quarter	9.67
-	All over 36,000 gallons multiplied by the number of dwelling units per building per quarter	11.14
Nonresidential usage—billed monthly:		-
-	First 12,000 gallons per month	9.67
-	All over 12,000 gallons per month	11.14
Hydrant usage—billed monthly:		-
-	All usage	11.14

~~(Ord. 04-O-18, 4-26-2004; amd. Ord. 10-O-10, 4-12-2010; Ord. 12-O-02, 1-23-2012; Ord. 13-O-10, 4-22-2013; Ord. 13-O-43, 12-16-2013; Ord. 14-O-55, 12-15-2014)~~

~~—As used herein, "residential usage" shall be defined as water usage by any single family attached dwelling, single family detached dwelling, or multiple family dwelling as those terms are defined by the Zoning Ordinance of the Village. In addition, the term "residential usage" shall include water usage related to the use of recreational amenities under the control of a not for profit homeowners' association.~~

~~—"Nonresidential usage" shall be defined as all water usage other than "residential usage" as hereinabove defined. (Ord. 04-O-18, 4-26-2004)~~

~~—(B) Minimum Charge:~~

~~—1. Residential Usage; Exception: A minimum charge of seventy eight dollars fifty six cents (\$78.56) per quarter shall be assessed should a user in this class consume less than nine thousand (9,000) gallons during any given quarterly period. The minimum charge provided for herein shall not apply to master metered multiple family dwellings which shall be subject to a minimum charge as set forth elsewhere in this chapter. (Ord. 04-O-18, 4-26-2004; amd. Ord. 10-O-10, 4-12-2010; Ord. 12-O-02, 1-23-2012; Ord. 13-O-10, 4-22-2013; Ord. 13-O-43, 12-16-2013; Ord. 14-O-55, 12-15-2014)~~

~~—2. Master Metered Multiple Family Dwellings: Minimum quarterly charges shall be assessed in accordance with the following formula:~~

~~Number of dwelling units per building multiplied by the residential minimum established by this Code. (Ord. 04-O-18, 4-26-2004)~~

~~—3. Nonresidential Usage: Minimum monthly charges shall be assessed in accordance with the following table:~~

-

Meter Size (Inches)	Monthly Minimum (Per Month)
$\frac{5}{8}$	\$124.87
$\frac{3}{4}$	124.87
1	154.58
$1\frac{1}{2}$	249.71
2	312.16
3	388.98
4	624.34
5	778.91
6	936.48

~~(Ord. 14-O-55, 12-15-2014)~~

~~—4. Hydrant Usage: A minimum monthly charge of eighty nine dollars three cents (\$89.03) per month shall be assessed should a user in this class consume less than twelve thousand (12,000) gallons during any month, or portion thereof. (Ord. 04-O-18, 4-26-2004; amd. Ord. 10-O-10, 4-12-2010; Ord. 13-O-43, 12-16-2013; Ord. 14-O-55, 12-15-2014)~~

~~6-8-4: RESALE:~~

~~No water shall be resold or distributed by the recipient thereof from the Village supply to any premises other than that for which application has been made and the meter installed, except in case of emergency. (Ord. 68-O-10, 7-25-1968)~~

~~6-8-5: BILLS; LIABILITY FOR SERVICE:~~

~~—(A) All bills for residential water usage shall be rendered on a quarterly basis. The Director of Municipal Services shall cause the Village to be divided into three (3) districts having approximately the same number of residential water customers in each district. Each month, through the Office of the Director of Municipal Services, quarterly water bills shall be issued for one of the three (3) Residential Districts so established. All bills for nonresidential water usage shall be rendered on a monthly basis. All bills issued pursuant to this section shall be paid not later than thirty (30) days after the date of billing. If payment of the full amount of the bill is not made within said period, then a penalty of ten percent (10%) of the amount of the bill shall be added thereto. If the payment of the full amount of the bill, including any penalty thereon, is not made within forty five (45) days after the date of billing, then an additional penalty of twenty five dollars (\$25.00) shall be added thereto.~~

~~—(B) The owner of the premises, any occupant thereof, and the user of the water service shall be jointly and severally liable to pay for such service to such premises, and such service is furnished to the premises by the Village only upon the condition that the owner of the premises, occupant and user of such service are jointly and severally liable therefor to the Village. The owner(s), occupant(s) and user(s) of the system shall be liable to pay for all water delivered to the premises and measured by the meter, including any water consumed due to a leak or faulty equipment on the user's property. (Ord. 19-O-24, 8-26-2019)~~

~~6-8-6: DISCONNECTION AND FINAL BILLING:~~

~~After proper notification to the Village, the Village will make a final reading of a customer's meter, shut off the water supply, if applicable, and submit a final bill to the customer.~~

~~All bills issued pursuant to this section shall be paid not later than thirty (30) days after the date of billing. If payment of the full amount of the bill is not made within said period, then a penalty of ten percent (10%) of the amount of the bill shall be added thereto and a delinquent notice shall be sent to the customer. If the payment of the full amount of the bill, including any penalty thereon, is not made within forty five (45) days after the date of billing, a notice shall be sent to the customer indicating that unless the full amount of the bill, including any penalty thereon, is paid within fifteen (15) days from the date of said notice, the delinquent account may be turned over to a collection agency. (Ord. 87-O-7, 2-23-1987)~~

~~The Director of Municipal Services is authorized to place delinquent water billing accounts with a collection agency approved by the President and Board of Trustees. (Ord. 87-O-7, 2-23-1987; amd. Ord. 05-O-32, 11-14-2005)~~

~~6-8-6.1: NEW USERS; INITIAL BILL, EXISTING ACCOUNTS; FINAL BILL, PRORATION; WAIVER OF CERTAIN BILLS:~~

~~—(A) The initial bill for new users of the water system of the Village, whether for residential usage or nonresidential usage, shall be based upon the rates set forth in section 6-8-3 of this chapter. Notwithstanding any provision contained hereinabove to the contrary, if such initial bill shall be for the minimum charge as set forth in section 6-8-3 of this chapter, such initial bill shall be prorated based upon the number of days of service provided.~~

~~—(B) The final bill for existing users of the water system of the Village, whether for residential usage or nonresidential usage, shall be based upon the rates set forth in section 6-8-3 of this chapter. Notwithstanding any provision contained hereinabove to the contrary, if such final bill shall be for the minimum charge as set forth in section 6-8-3 of this chapter, such final bill shall be prorated based upon the number of days of service provided.~~

~~—(C) Any final bill of less than three dollars fifty cents (\$3.50) shall be waived. (Ord. 89-O-13, 3-27-1989)~~

~~6-8-7: WATER FUND:~~

~~All fees and charges described above shall be paid into the Water Fund of the Village. (Ord. 72-O-26, 11-27-1972)~~

~~6-8-8: NONPAYMENT; DISCONTINUATION OF SERVICE; HEARING:~~

~~—(A) Water service may be shut off to any premises for which the water bill, including any penalties thereon, remains unpaid any time after the period of forty five (45) days after the date of billing. Water service shall not be reinstated until all past due bills, including penalties thereon, are paid in full together with payment of seventy dollars (\$70.00) to cover the costs of reinstating said water service.~~

~~—(B) Prior to discontinuation of water service, a written notice of water service shut off shall be served, by personal service or first class mail, postage prepaid, upon the person(s) liable for the water bill. The notice shall contain the following information:~~

~~—1. The date by which payment or other action must be made to avoid discontinuation of water service, which discontinuation shall not be less than ten (10) days after service of the notice of discontinuation; and~~

~~—2. The name, address and phone number of the Village Administrator or his/her designee, to contact for a hearing on the discontinuation of water service. The person(s) liable for the~~

~~water bill shall have ten (10) business days from the date the notice of discontinuation was mailed or personally served to request, in writing, a hearing to contest water service discontinuation. The written request for hearing shall state the reasons for contesting the discontinuation of water service. If no request for hearing is made as herein provided, water service may thereafter be discontinued. No service shall be discontinued on a holiday or weekend day. If a hearing is requested, water service shall be continued pending the outcome of the hearing. The hearing shall be convened within seven (7) business days of the date a request for hearing is received by the Village. The decision of the Village Administrator or his/her designee as to the discontinuation of water service shall be made at the hearing. (Ord. 19-O-24, 8-26-2019)~~

6-8-9: INSPECTION:

~~The Village and its authorized agents or employees shall be granted access to the premises where the water meters are located for the purpose of reading, examining, testing and repairing the meters and for the examination and testing the consumption and flow of water, and it shall be unlawful for any person or corporation to interfere with, prevent or obstruct the Village, or its duly authorized agents, in performing its duties hereunder. (Ord. 72-O-26, 11-27-1972)~~

~~Upon receiving a complaint by a consumer, and after the deposit of a fifty dollar (\$50.00) cash water meter testing fee, said consumer's water meter shall be removed and tested. If upon test the meter is not within three percent (3%) of being accurate, it shall be repaired or replaced at Village expense and the water meter testing fee returned to the consumer, provided the damage was not occasioned by the neglect of the consumer. If upon test the water meter is within three percent (3%) of being accurate, or if the water meter was damaged due to the neglect of the consumer, the water meter testing fee shall be retained by the Village to offset its costs. (Ord. 92-O-24, 7-27-1992)~~

6-8-10: SERVICE PIPES:

~~—(A) Installation: All service pipes from the mains to the premises served shall be installed by, and at the cost of, the owner of the property to be served or the applicant for the service. Such installation shall be under the inspection of the building inspector.~~

~~—(B) Pipes: No service shall be installed unless it conforms to specifications established by Building Ordinance drawn up by the Board of Trustees and approved thereby, a copy of which specifications shall be kept on file by the Village Clerk and shall be open to inspection by any person interested.~~

~~—(C) Repairs: All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The Village may, in case of an emergency, repair any service pipes. If this is done, the cost of such repair work shall be repaid to the Village by the owner of the premises served.~~

~~—(D) Excavations: Excavations for installing service pipes or repairing the same shall be made in compliance with the Code provisions relating to making excavations in streets. Provided, that it shall be unlawful to place any service pipe in the same excavation with, or directly over, any drain pipe or sewer pipe.~~

~~—(E) Shutoff Boxes:~~

~~—1. Shutoff Boxes or service boxes shall be placed on every service pipe, and shall be located between the curb line and the sidewalk, whenever practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost.~~

~~— 2. Unless authorized by the Superintendent of Public Works or his/her designee, it shall be unlawful for any person to:~~

~~— (a) Tamper with a service line shutoff box;~~

~~— (b) To disconnect water service at the shutoff box; or~~

~~— (c) To restore disconnected water service from the shutoff box, or direct the restoration of disconnected water from the shutoff box. (Ord. 68-O-10, 7-25-1968; amd. Ord. 20-O-12, 4-13-2020)~~

~~6-8-11: LIEN:~~

~~Charges for water shall be a lien upon the premises as provided by statute. Whenever a bill for water service remains unpaid sixty (60) days after it has been rendered, the Clerk may file with the Recorder of DuPage County, a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Village claims a lien for this amount as well as for all charges for water served subsequent to the period covered by the bill.~~

~~If the consumer of water whose bill is unpaid is not the owner of the premises, the Clerk has notice of this, then notice shall be mailed to the owner of the premises, if his address is known to the Clerk, whenever such bills remain unpaid for a period of sixty (60) days after it has been rendered.~~

~~The failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as mentioned in the following section. (Ord. 68-O-10, 7-25-1968)~~

~~6-8-12: FORECLOSURE OF LIEN:~~

~~Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the Village.~~

~~The Village Attorney is hereby authorized and directed to institute such proceedings, in the name of the Village, in any court having jurisdiction over such matters, against any property for which water bill has remained unpaid sixty (60) days after it has been rendered. (Ord. 68-O-10, 7-25-1968)~~

~~6-8-13: CONNECTION TO STORM SEWERS:~~

~~It shall be unlawful for any person to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the Village. (Ord. 73-O-8, 3-26-1973)~~

~~6-8-14: RESTRICTIONS ON WATER USAGE FROM THE VILLAGE WATER SYSTEM:~~

~~Between May 15 and September 30 of each year, the following restrictions shall apply to water usage from the water system of the Village: (Ord. 89-O-43, 10-9-1989)~~

~~— (A) No person shall use any water from the Village water system, through a hose or otherwise, to sprinkle any lawn, water any garden, tree or shrub, wash any car, fill any swimming pool or for any other outdoor purpose whatsoever, except as hereinafter provided. (Ord. 83-O-39, 11-14-1983)~~

~~—(B) Notwithstanding any provision contained in subsection (A) of this section to the contrary, use of water for outdoor purposes shall be permitted at property located east of Robert Kingery Highway (Route 83) on even numbered days, and at property located west of Robert Kingery Highway (Route 83) on odd numbered days, provided that such use of water shall only be permitted from six o'clock (6:00) A.M. to twelve o'clock (12:00) noon and six o'clock (6:00) P.M. to ten o'clock (10:00) P.M. (Ord. 84-O-26, 6-11-1984)~~

~~—(C) Notwithstanding any provision contained in subsection (A) of this section to the contrary, said restrictions shall not apply to:~~

~~—1. Any person engaged in the business of landscaping or growing or selling plants of any kind.~~

~~—2. Any person engaged in the business of washing automobiles, either with attendants, with automatic service or by self-service. (Ord. 83-O-39, 11-14-1983)~~

~~—3. Any person watering any newly seeded or sodded lawn, any newly fertilized lawn, any newly transplanted shrub or tree or any other use of water determined by the Director of Municipal Services to be necessary, pursuant to a permit issued by the Director of Municipal Services, provided that such watering shall only be permitted for a period not to exceed thirty (30) days, and further provided that such use of water shall not be permitted between the hours of twelve o'clock (12:00) noon and six o'clock (6:00) P.M. (Ord. 84-O-26, 6-11-1984; amd. Ord. 05-O-32, 11-14-2005)~~

~~6-8-15: VIOLATION:~~

~~It shall be unlawful and in violation of this chapter for any person to disconnect the water meter or tamper with the meter or its appurtenant parts or to adopt any other means to avoid or prevent the measurement of water consumed on the subject premises and/or to avoid paying for the water consumed thereon.~~

~~It is also unlawful for any person to divert the water away from the water meter or in any other way prevent the measurement of the water being consumed on the premises.~~

~~Upon conviction of any of the above acts or omissions, the violator shall be subject to penalty as provided for by section 1-4-1 of this Code. (Ord. 83-O-39, 11-14-1983)~~

PROPOSED: CHAPTER 8 – *RESERVE.*

EXISTING: CHAPTER 9 – ~~RESIDENTIAL COMPOSTING~~

~~6-9-1: LEGISLATIVE DECLARATION:~~

~~The President and Board of Trustees find that making adequate provision for the disposal of solid waste, including landscape waste, is a matter of utmost importance which directly effects the health, welfare and safety of residents of the Village of Willowbrook. It is the purpose of this chapter to provide for the recycling of leaves, grass clippings, garden debris, brush, tree clippings, and other plant material through composting and establish minimum standards for proper compost maintenance so that this disposal method does not create a nuisance. (Ord. 90-O-33, 8-13-1990)~~

~~6-9-2: DEFINITIONS:~~

~~As used in this chapter, unless the context otherwise requires, the following words and terms shall be construed as herein defined:~~

~~COMPOST BIN: A container no larger than one hundred (100) cubic feet, and no taller than five feet (5'), designed to hold compostible material in such a way as to not allow the material to be wind blown. Compost bins are to be made from one or a combination of the following materials: snow fence, woven wire, brick or cement block, wood or prefabricated plastic.~~

~~COMPOST PILE: An accumulation of compostible material contained within a compost bin.~~

~~COMPOSTIBLE MATERIAL: Accumulation of leaves, grass clippings, garden debris, brush, tree clippings and other plant material accumulated as the result of maintenance of lawns, shrubbery, vines and trees.~~

~~COMPOSTING: A controlled biological reduction of organic wastes to humis. (Ord. 90-O-33, 8-13-1990)~~

~~6-9-3: RESIDENTIAL COMPOSTING:~~

~~No composting shall be permitted except in accordance with the following provisions:~~

- ~~—(A) Composting shall be limited to the residential districts within the Village.~~
- ~~—(B) All compostible material shall be enclosed in a compost bin.~~
- ~~—(C) All compost bins shall be so maintained as to prevent the attraction or harborage of rodents and pests.~~
- ~~—(D) All compost bins shall be so maintained as to prevent unpleasant odors.~~
- ~~—(E) Not more than one compost bin shall be located on any residential lot.~~
- ~~—(F) All compost bins shall be located:~~
 - ~~—1. In the rear yard, not less than ten feet (10') from any lot line.~~
 - ~~—2. Such that no portion of the compost bin is within any drainage or utility easement.~~
 - ~~—3. Such that no portion of the compost bin is within twenty feet (20') of a principal structure on any adjoining lot. (Ord. 90-O-33, 8-13-1990)~~

~~6-9-4: COMPOST PILES:~~

~~Compost piles shall only be composed of compostible material and commercial compost additives. No other material shall be placed in a compost pile. Without limiting the generality of~~

~~the foregoing prohibition, the following specific materials shall not be placed in a compost pile and shall not be deemed to be compostible material:~~

~~—(A) Processed food products, including, but not limited to, salad dressings and cooking or other vegetable oils.~~

~~—(B) Animal or dairy products, including, but not limited to, fats, bones, meat, fish, fowl and cheese.~~

~~—(C) Manures. (Ord. 90-O-33, 8-13-1990)~~

~~6-9-5: PROHIBITED ACTS:~~

~~It shall be unlawful for any person to own, operate, maintain or permit a compost pile in violation of this chapter. (Ord. 90-O-33, 8-13-1990)~~

PROPOSED: CHAPTER 9 – *RESERVE.*

EXISTING: CHAPTER 10 – ~~SMOKING REGULATIONS~~

~~6-10-1: DEFINITIONS:~~

~~As used in this chapter, unless the context otherwise requires, the following words and terms shall be construed as herein defined:~~

~~BAR: An establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and that derives no more than ten percent (10%) of its gross revenue from the sale of food consumed on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, adult entertainment facilities, and cabarets.~~

~~EMPLOYEE: A person who is employed by an employer in consideration for direct or indirect monetary wages or profits or a person who volunteers his or her services for a nonprofit entity.~~

~~EMPLOYER: A person, business, partnership, association, or corporation, including a Municipal corporation, trust, or nonprofit entity that employs the services of one or more individual persons.~~

~~ENCLOSED AREA: All space between a floor and a ceiling that is enclosed or partially enclosed with: a) solid walls or windows, exclusive of doorways, or b) solid walls with partitions and no windows, exclusive of doorways, that extend from the floor to the ceiling, including, without limitation, lobbies and corridors.~~

~~ENCLOSED OR PARTIALLY ENCLOSED SPORTS ARENA: Any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, or other similar place where members of the general public assemble to engage in physical exercise or participate in athletic competitions or recreational activities or to witness sports, cultural, recreational, or other events.~~

~~GAMING EQUIPMENT OR SUPPLIES: Any gaming equipment/supplies as defined in the Illinois Gaming Board Rules of the Illinois Administrative Code.~~

~~GAMING FACILITY: An establishment utilized primarily for the purposes of gaming and where gaming equipment or supplies are operated for the purposes of accruing business revenue.~~

~~HEALTHCARE FACILITY: An office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Healthcare facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within healthcare facilities.~~

~~PLACE OF EMPLOYMENT: Any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to, entrances and exits to places of employment, including a minimum distance, as set forth in section 6-10-5 of this chapter, of fifteen feet (15') from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home based business, unless used to provide licensed childcare, foster care, adult care, or other similar social service care on the premises, is not a "place of employment".~~

~~PRIVATE CLUB: A not for profit association that: a) has been in active and continuous existence for at least three (3) years prior to the effective date of this chapter, whether~~

~~incorporated or not, b) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, c) is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and d) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of Federal Income Tax as a club under 26 USC 501.~~

~~PRIVATE RESIDENCE: The part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.~~

~~PUBLIC PLACE: That portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the State of Illinois or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance, as set forth in section 6-10-5 of this chapter, of fifteen feet (15') from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed childcare, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, retail stores, offices, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention facilities, polling places, private clubs, gaming facilities, all government owned vehicles and facilities, including buildings and vehicles owned, leased, or operated by the State or State subcontract, healthcare facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, and no less than seventy five percent (75%) of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excludes private residences.~~

~~RESTAURANT:~~

~~—(A) An eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and~~

~~—(B) A kitchen or catering facility in which food is prepared on the premises for serving elsewhere.~~

~~—(C) "Restaurant" includes a bar area within the restaurant.~~

~~RETAIL TOBACCO STORE: A retail establishment that derives more than eighty percent (80%) of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Retail tobacco store" does not include a tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food, or restaurant license.~~

~~SMOKE OR SMOKING: The carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-2: SMOKING IN PUBLIC PLACES, PLACES OF EMPLOYMENT, AND GOVERNMENTAL VEHICLES PROHIBITED:~~

~~No person shall smoke in a public place or in any place of employment or within fifteen feet (15') of any entrance to a public place or place of employment. No person shall smoke in any vehicle owned, leased, or operated by the State or a political subdivision of the State. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by section 6-10-7 of this chapter. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-3: POSTING OF SIGNS; REMOVAL OF ASHTRAYS:~~

~~—(A) "No Smoking" signs or the international "no smoking" symbol, consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, shall be clearly and conspicuously posted in each public place and place of employment where smoking is prohibited by this chapter by the owner, operator, manager, or other person in control of that place.~~

~~—(B) Each public place and place of employment where smoking is prohibited by this chapter shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.~~

~~—(C) All ashtrays shall be removed from any area where smoking is prohibited by this chapter by the owner, operator, manager, or other person having control of the area. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-4: SMOKING PROHIBITED IN STUDENT DORMITORIES:~~

~~Notwithstanding any other provision of this chapter, smoking is prohibited in any portion of the living quarters, including, but not limited to, sleeping rooms, dining areas, restrooms, laundry areas, lobbies, and hallways, of a building used in whole or in part as a student dormitory that is owned and operated or otherwise utilized by a public or private institution of higher education. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-5: ENTRANCES, EXITS, WINDOWS, AND VENTILATION INTAKES:~~

~~Smoking is prohibited within a minimum distance of fifteen feet (15') from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited under this chapter so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-6: DESIGNATION OF OTHER NONSMOKING AREAS:~~

~~Notwithstanding any other provision of this chapter, any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment may designate a nonenclosed area of a public place or place of employment, including outdoor areas, as an area where smoking is also prohibited provided that such employer, owner, lessee or occupant shall conspicuously post signs prohibiting smoking in the manner described in subsections 6-10-3(A) and (B) of this chapter. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-7: EXEMPTIONS:~~

~~Notwithstanding any other provision of this chapter, smoking is allowed in the following areas:~~

~~—(A) Private residences or dwelling places, except when used as a childcare, adult daycare, or healthcare facility or any other home-based business open to the public.~~

~~—(B) Retail tobacco stores as defined herein and in operation prior to the effective date of this chapter and who file an annual report with the Department of Public Health as required by the Smoke Free Illinois Act 1. Any retail tobacco store that begins operation after the effective date of this chapter may only qualify for an exemption if located in a freestanding structure occupied solely by the business and smoke from the business does not migrate into an enclosed area where smoking is prohibited.~~

~~—(C) Private and semiprivate rooms in nursing homes and long term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain in a room where smoking is permitted and the smoke shall not infiltrate other areas of the nursing home.~~

~~—(D) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms, provided that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited. Not more than twenty five percent (25%) of the rooms rented to guests in a hotel or motel may be designated as rooms where smoking is allowed. The status of rooms as smoking or nonsmoking may not be changed, except to permanently add additional nonsmoking rooms. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

Notes

¹ 1.410 ILCS 82/1 et seq.

~~6-10-8: ENFORCEMENT; COMPLAINTS:~~

~~—(A) The provisions of this chapter shall be enforced by the Willowbrook Police Department or any other governmental entity having jurisdiction.~~

~~—(B) Any person may register a complaint with the Willowbrook Police Department for violation of this chapter. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-9: VIOLATIONS; INJUNCTIONS:~~

~~—(A) A person, corporation, partnership, association or other entity who violates section 6-10-2 of this chapter shall be fined pursuant to this section. Each day that a violation occurs shall constitute a separate and distinct violation.~~

~~—1. A person who smokes in an area where smoking is prohibited under section 6-10-2 of this chapter shall be fined in an amount that is not less than one hundred dollars (\$100.00) and not more than two hundred fifty dollars (\$250.00).~~

~~—2. A person who owns, operates or otherwise controls a public place or place of employment that violates section 6-10-2 of this chapter shall be fined not less than two hundred fifty dollars (\$250.00) for the first violation.~~

~~—3. A person who owns, operates or otherwise controls a public place or place of employment that violates section 6-10-2 of this chapter shall be fined not less than five hundred dollars (\$500.00) for the second violation within one year after the first violation.~~

~~—4. A person who owns, operates or otherwise controls a public place or place of employment that violates section 6-10-2 of this chapter shall be fined not less than two~~

~~thousand five hundred dollars (\$2,500.00) for each additional violation within one year after the first violation.~~

~~—(B)—The Village may institute, in Circuit Court, an action to enjoin violations of this chapter. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

~~6-10-10: DISCRIMINATION PROHIBITED:~~

~~No individual may be discriminated against in any manner because of the exercise of any rights afforded by this chapter. (Ord. 07-O-37, 12-10-2007, eff. 1-1-2008)~~

PROPOSED: CHAPTER 10 – *RESERVE.*

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF DARIEN FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES

AGENDA NO. 10.

AGENDA DATE: 03-14-2022

STAFF REVIEW: Sean Halloran, Assistant 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 COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Since 2015, the Village of Willowbrook and the City of Darien have been in discussions with regard to safety improvements at the intersection of 67th Street and Clarendon Hills Road. Most of the intersection, $\frac{3}{4}$, is located within the City of Darien. Due to the increase in tragic accidents, in 2019, the City of Darien adopted a resolution to study a traffic signal and options from Kenig, Lindgren, O'Hara, Aboona, INC. (KLOA), traffic-engineering consultants. The results of those studies included the following options:

1. Traffic Signalization
2. Multi-way stop signs
3. Roadway Modifications –
 - a. This would include maintaining the existing two-way stop sign control and implementing the following enhancements:
 - i. Trim the trees along the intersection's right of way, and if possible, along with the private properties adjacent to the intersection
 - ii. Relocate the stop bar on the eastbound approach of 67th Street
 - iii. Install Cross Road warning signs with an advance street name plaque on Clarendon Hills Road
 - iv. Install Cross Road warning signs on both sides of the road both north and south of the intersection.
 - v. Install warning beacons on the warning signs.
 - vi. Install speed limit signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection.
 - vii. Widen the eastbound approach of 67th street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right turn lane.

The results of this study included the following data:

Clarendon Hills Road is a north-south, major collector roadway that has one lane in each direction. At its unsignalized intersection with 67th Street, Clarendon Hills Road has an exclusive left-turn lane and a shared through/right-turn lane on both approaches. Clarendon Hills Road has a posted speed limit of 30 mph, carries an annual average daily traffic volume (AADT) of 8,450 vehicles (Illinois Department of Transportation [IDOT] 2016), and is under the jurisdiction of the City of Darien south of 67th Street and the Village of Willowbrook north of 67th Street.

67th Street is an east-west, minor collector that has one lane in each direction. At its unsignalized intersection with Clarendon Hills Road, 67th Street provides a shared left-turn/through/right-turn lane on the eastbound approach and an exclusive left-turn lane and a shared through/right-turn lane on the westbound approach. Both approaches are under stop sign control. 67th Street has a posted speed limit of 25 mph, carries an AADT of 2,400 vehicles (IDOT 2016), and is under the jurisdiction of the City of Darien west of Clarendon Hills Road and the Village of Willowbrook east of Clarendon Hills Road.

Below is the crash data that was included in the report:

CLARENDON HILLS ROAD WITH 67TH STREET – CRASH TYPE

Year	Crash Type						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2014	4	0	0	0	0	0	4
2015	8	0	1	0	1	0	10
2016	4	0	1	0	0	0	5
2017	9	2	1	0	0	1	13
2018	7	0	0	0	2	0	9
2019	2	0	0	0	2	1	5
2020	4	0	0	0	0	1	5
2021	6	0	0	0	2	0	8
Total	44	2	3	0	7	3	59
Average/Year	5.5	<1.0	<1.0	<1.0	<1.4	<1.0	7.4

Table 2

CLARENDON HILLS ROAD WITH 67TH STREET – CRASH SEVERITY

Year	Crash Severity			
	Property Damage Crash	Injury Crash	Fatality Crash	Total
2014	1	3	0	4
2015	7	3	0	10
2016	4	1	0	5
2017	8	4	1	13
2018	6	3	0	9
2019	4	1	0	5
2020	3	2	0	5
2021	6	2	0	8
Total	39	19	1	59
Average/Year	4.9	2.4	<1.0	7.4

The following summarizes the crash experience over the that time frame:

- The intersection had a total of 41 crashes between 2014 and 2018, which averages to just over eight crashes per year.
- Of the 41 crashes, 14 of the crashes resulted in injuries and one crash resulted in a fatality. It should be noted that the fatal crash was a head-on collision with a driver that was under the influence of alcohol.
- 35 of the 41 crashes were either angle or turning crashes, which are the type of crashes that can be corrected by a traffic signal or multi-way stop sign control.
- The intersection had a total of 59 crashes between 2014 and 2021, which averages to 7.4 crashes per year.
- Of the 59 crashes, 19 of the crashes resulted in injuries and one crash resulted in a fatality. It should be noted that the fatal crash was a head-on collision with a driver that was under the influence of alcohol.
- 53 of the 59 crashes were either angle or turning crashes, which are the type of crashes that can be corrected by a traffic signal or multi-way stop sign control.
- The number of crashes at the intersection has generally decreased over the past five years with 13 crashes in 2017 and 9 crashes in 2018 to 5 crashes in 2019, 5 crashes in 2020, and 8 crashes in 2021.

Since the original study, the City of Darien has provided the following alternative measures

:

Measure	Currently Installed	Comments
Installing signs along the major street to warn road users approaching the intersection	March 2023	The City will be installing Cross Road warning signs with an advance street name plaque on both legs of Clarendon Hills Road.
Relocating the stop line(s) and making other changes to improve the sight distance at the intersection	March 2023	The City will be trimming/removing landscaping in order to improve the sight lines at the intersection
Installing measures designed to reduce speeds on the approaches	Yes	Radar speed feedback signs with a speed limit signs have been provided along Clarendon Hills Road since the July 17, 2019 study was completed.
Installing a flashing beacon at the intersection to supplement STOP control	Yes	Flashing STOP signs located on 67 th Street
Installing flashing beacons on warning signs in advance of a STOP sign controlled intersection on major- and/or minor-street approaches	No	
Adding one or more lanes on a minor-street approach to reduce the number of vehicles per lane on the approach	Yes	Westbound approach provides separate left-turn lane
Revising the geometrics at the intersection to channelize vehicular movements and reduce the time required for a vehicle to complete a movement, which could also assist pedestrians	Yes	A separate left-turn lane has been provided on the west leg of the intersection since the July 17, 2019 study was completed.
Revising the geometrics at the intersection to add pedestrian median refuge islands and/or curb extensions	N.A.	Intersection has minimal pedestrian activity
Installing roadway lighting if a disproportionate number of crashes occur at night	Yes	Overhead streetlights are located in NW and SE corners of the intersection
Restricting one or more turning movements, perhaps on a time-of-day basis, if alternate routes are available	No	
If the warrant is satisfied, installing multi-way STOP sign control	No	As discussed later, traffic volumes do not warrant all-way STOP sign control
Installing a pedestrian hybrid beacon (see Chapter 4F) or In-Roadway Warning Lights (see Chapter 4N) if pedestrian safety is the major concern	N.A.	Intersection has minimal pedestrian activity
Installing a roundabout	No	Not feasible given right-of-way constraints
Employing other alternatives, depending on conditions at the intersection	No	

After a further review of the options and discussions with Village of Willowbrook staff, both municipalities are recommending the installation of a traffic signal at 67th Street and Clarendon Hills Road. The traffic signal will provide the most effective and comprehensive safety tool to reduce accidents. The other two options will only be minor modifications and are unable to meet the need to improve the overall safety of the intersection.

If approved by the Board of Trustees, the Village would only be responsible for 25% of the total project cost, with a cap of \$200,000. All maintenance responsibilities for the entire intersection would fall entirely on the City of Darien. As of March 2022, the preliminary estimate for this project is \$500,000.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 22-R- ____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE CITY OF DARIEN FOR THE INSTALLATION AND
MAINTENANCE OF TRAFFIC CONTROL DEVICES**

WHEREAS, the Village of Willowbrook, Illinois (“Willowbrook”) and the City of Darien (“Darien”) are home-rule units of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, may exercise any power and perform any function pertaining to their government and affairs; and

WHEREAS, Willowbrook has the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements; and

WHEREAS, the corporate authorities of Willowbrook have determined that it is in the best interest of Willowbrook to enter into that certain Intergovernmental Agreement with Darien, a copy of which is attached hereto.

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

SECTION 1: It is hereby determined that it is advisable, necessary, and in the public interest that Willowbrook enter into an Intergovernmental Agreement with Darien upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof, which Agreement is hereby approved.

SECTION 2: The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest the Intergovernmental Agreement, substantially in the form attached hereto as Exhibit “A,” with such terms therein consistent with this Resolution as may be approved by the officials executing the same, their execution thereof shall constitute

conclusive evidence of their approval of the same and the Village Clerk is directed to attest to the signature of the Mayor.

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

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Intergovernmental Agreement By and Between
the Village of Willowbrook and the City of Darien**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE CITY OF DARIEN FOR INTERSECTION IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is dated _____, 2022, by and between the Village of Willowbrook, DuPage County, Illinois (“Willowbrook”) and the City of Darien, DuPage County, Illinois (“Darien”).

RECITALS

- A. Willowbrook and Darien are municipalities located in DuPage County, Illinois.
- B. The intersection of 67th Street and Clarendon Hills Road (“Intersection”) borders both Willowbrook and Darien.
- C. Willowbrook and Darien have studied traffic conditions and patterns at this intersection and have determined that it is reasonable and in the public interest for the parties to jointly provide for the installation and maintenance of traffic signalization at this intersection.
- D. The parties are authorized by the Illinois Intergovernmental Cooperation Act to enter into this Agreement.

Accordingly, it is hereby agreed by and between Willowbrook and Darien as follows:

Section 1. Incorporation of Recitals. The Recitals set forth hereinabove are incorporated as if set forth fully herein.

Section 2. “Project” and “Project Costs” Defined. For purposes of this Agreement, the “Project” consists of engineering, obtaining other agency approvals, and construction of full traffic signalization improvements at the Intersection. “Project Costs” shall include engineering, preparation of bid documents, construction costs, and engineering construction observation. “Project Costs” shall not include costs of utility relocations or sidewalk, curb, and gutter reconfiguration which will be solely the responsibility of Darien. In addition, project costs shall

not include costs for installing a roundabout or a similar traffic-calming improvement at the Intersection.

Section 3. Construction of the Project. Darien shall be the lead agency for construction of the Project. Darien will be responsible for necessary engineering, using the KLOA firm. The engineering specifications shall be reviewed and approved by both Willowbrook and Darien.

Section 4. Pre-Construction.

A. Darien shall be responsible for obtaining other agency approvals and utility company approvals to allow the Project to move forward.

B. Darien will bid out the construction phase of the Project. The estimated construction costs shall be subject to the prior reasonable approval of both Darien and Willowbrook.

C. Darien reserves the right to decline to do the Project upon Darien's review of all bids.

Section 5. Project Construction.

A. The construction contract(s) will be let and administered by Darien.

B. Darien will require the successful bidder to include Willowbrook as an additional insured on the construction contract(s) to the same extent Darien is included as an additional insured.

C. Darien will be responsible for any and all temporary traffic control measures necessary to be implemented during the construction of the Project.

Section 6. **Payment/Reimbursement/Maximum Willowbrook Share.**

A. Darien will, from time to time, bill Willowbrook for reimbursement of 25% of the Project Costs. Willowbrook will reimburse Darien within thirty (30) days of an invoice from Darien.

B. Willowbrook's maximum share of Project Costs is capped at \$200,000.00. By way of examples, assume the Project Costs are \$400,000.00. Willowbrook's share is \$100,000.00. Assume on the other hand that Project Costs are \$825,000.00. Willowbrook's obligation is capped at \$200,000.00.

Section 7. **Post-Construction.** Following completion of construction, Darien will be solely responsible for all costs associated with maintaining the Project signalization.

Section 8. **Notices.** Any notices required or contemplated by this Agreement shall be by e-mail as follows:

If to Willowbrook: Brian Pabst, bpabst@willowbrook.il.us
With Copy to: Sean Halloran, shalloran@willowbrook.il.us

If to Darien: Daniel Gombac, dgombac@darienil.gov
With a copy to: Bryon Vana, bvana@darienil.gov

Village of Willowbrook

City of Darien


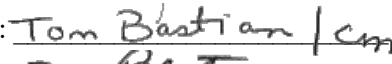


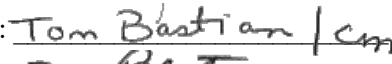


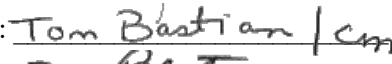

By: _____

By: _____

Its: _____

Its: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY							
ITEM TITLE: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE ROGER'S FARM SUBDIVISION RESURFACING PROJECT	AGENDA NO. 11. AGENDA DATE: 3/14/2022						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> STAFF REVIEW: Andrew Passero, Public Works Foreman </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: Andrew Passero, Public Works Foreman	SIGNATURE: 	LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 	RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
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 <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>							
BACKGROUND <p>The 2022 Motor Fuel Tax resurfacing program will consist of the eight roads throughout the Rogers Farm subdivision.</p> <ul style="list-style-type: none"> Sunset Ridge Road (Tremont to Raleigh) Hill Road (Tremont to Raleigh) Tremont Road (Hill to Sunset Ridge) Wesley Road (Hill to Sunset Ridge) Briar Road (Hill to Sunset Ridge) Raleigh Road (Hill to Sunset Ridge) Oxford Road (Waterford to Hill) Rogers Farm Road (Raleigh to Garfield) <p>The total amount budgeted for the MFT project for the FY 22-23 is \$490,000. This project includes HMA surface removal; curb and gutter spot repairs; public sidewalk spot repairs; storm basin adjustments and turf restoration. Sealed bids are due by the end of April 2022 and begin resurfacing shortly after.</p>							
STAFF RECOMMENDATION <p>An Appropriation Resolution will be on a future Village Board Agenda. This Resolution will identify the dollar amount maximum that the Village intends to utilize for the FY 22-23 MFT Road Improvement Program. The Village Board can always do a smaller program than the projected \$490,000 proposal should the Village not approve the full budget. This Appropriation Resolution is required as part of the initial IDOT Submittal for the MFT Road Improvement Program.</p>							
ACTION PROPOSED: Adopt the Resolution							

RESOLUTION 22-R- _____

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH NOVOTNY ENGINEERING TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF
WILLOWBROOK FOR THE ROGER'S FARM SUBDIVISION
RESURFACING PROJECT**

WHEREAS, the Village of Willowbrook (the "Village") is a home-rule unit of government pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village of Willowbrook has determined it is necessary to engage the services of a professional engineering firm to provide professional engineering services needed for the Roger's Farm Subdivision Resurfacing Project (the "Project") and as detailed in that certain agreement for Professional Engineering Services, and project understanding for professional services (the "Agreement"), attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Village desires to retain Novotny Engineering to provide professional engineering services to the Village for the Project; and

WHEREAS, the Village has determined that such services involve a high degree of professional skill and judgment; and

WHEREAS, the Village has previously retained the services of Novotny Engineering and the Village has a satisfactory relationship with Novotny Engineering; and

WHEREAS, the Village has determined that it is necessary, proper and in the best interest of the Village to retain Novotny Engineering to provide professional engineering services, all as set forth in its proposal and upon the terms and conditions as set forth in that

certain agreement, and general terms and conditions attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully restated herein.

SECTION 2: That certain agreement by and between Novotny Engineering and the Village of Willowbrook, including the general terms and conditions, attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted and approved.

SECTION 3: The Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain agreement by and between the Village of Willowbrook and Novotny Engineering, including the general conditions and the Village Clerk is directed to attest to said signature.

SECTION 4: The Village Mayor of the Village of Willowbrook is further authorized and directed to execute on behalf of the Village of Willowbrook any and all other acts necessary to carry into effect the intent of this Resolution, and the Village Clerk is hereby directed to attest to said signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5: This Resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 14th day of March, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
NOVOTNY ENGINEERING AND THE VILLAGE OF WILLOWBROOK FOR THE
ROGER’S FARM SUBDIVISION RESURFACING PROJECT**

March 7, 2022

Mr. Sean Halloran
Assistant Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Re: **2022 MFT Maintenance
Roger's Farm Subdivision Street Resurfacing
MFT Section No. 22-00000-00-GM**

Dear Sean:

In accordance with your directive, we have prepared the necessary documents to enable the Village to pay for the Roger's Farm Subdivision Street Resurfacing project utilizing Motor Fuel Tax (MFT) Funds. The MFT project has been set up to provide \$490,000.00 for maintenance usage. Therefore, the following documents are enclosed for further processing, as indicated:

1. One (1) PDF copy of the "Maintenance Engineering to be Performed by a Consulting Engineer", which has been signed by our office. If you concur, please arrange for the Mayor to sign the form in the space provided, retain one (1) PDF copy for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
2. One (1) copy of a "Resolution for Maintenance Under the Illinois Highway Code" in the amount of \$490,000.00 for the MFT Funding. After passage by the Village Board, please have the Village Clerk sign & seal the Resolution, retain one (1) PDF copy for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
3. One (1) copy of a "Local Public Agency General Maintenance" form. If you concur, please arrange for the Mayor to sign the form in the space provided, retain one (1) PDF copy for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
4. One (1) copy of the "Local Public Agency Formal Contract Proposal" Cover Sheet. Please have the Mayor sign the cover sheet and return one (1) PDF copy to our office for further processing with IDOT.

If you should have any questions, please feel free to contact me.

Sincerely,

NOVOTNY ENGINEERING



John E. Fitzgerald, P.E.
Executive Vice President

JEF/clc

cc: Mr. Brian Pabst, Village Administrator
Mr. Andrew Passero, Public Services Foreman
File No. 21488



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Type of Funds

☐ 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

Official Title

Frank A. Trilla, Mayor

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

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



**Resolution for Maintenance
Under the Illinois Highway Code**



Print Form

Reset Form

Resolution Number

22-R-

Resolution Type

Original

Section Number

22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type

Willowbrook

Name of Local Public Agency

Illinois that there is hereby appropriated the sum of _____

Four Hundred and Ninety Thousand Dollars Dollars (\$490,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/22

Beginning Date

04/30/23

Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Willowbrook
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Deborah A. Hahn Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type

of Willowbrook in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Willowbrook at a meeting held on 03/14/22.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of March, 2022.
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Local Public Agency General Maintenance

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Estimate of Maintenance Costs

Submittal Type

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Village of Willowbrook

DuPage

22-00000-00-GM

05/01/22

04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Bituminous Materials (Tack Coat)	IV	Yes	Outside Contractor	Pound	6,615	\$0.25	\$1,653.75	\$1,653.75
Polymerized Hot-Mix Asphalt Binder Course, IL-4.75, N50	IV	Yes	Outside Contractor	Ton	650	\$115.00	\$74,750.00	\$74,750.00
Hot-Mix Asphalt Surface Course, Mix "D", IL-9.5, N50	IV	Yes	Outside Contractor	Ton	1,375	\$82.00	\$112,750.00	\$112,750.00
Combination Concrete Curb and Gutter Removal and Replacement	IV	Yes	Outside Contractor	Foot	3,259	\$37.00	\$120,583.00	\$120,583.00
Brick Driveway Removal and Reinstallation	IV	Yes	Outside Contractor	Sq Yd	50	\$90.00	\$4,500.00	\$4,500.00
Portland Cement Concrete Sidewalk, 5"	IV	Yes	Outside Contractor	Sq Ft	3,900	\$7.00	\$27,300.00	\$27,300.00
Detectable Warnings	IV	Yes	Outside Contractor	Sq Ft	225	\$30.00	\$6,750.00	\$6,750.00
Hot-Mix Asphalt Surface Removal- Butt Joint	IV	Yes	Outside Contractor	Sq Yd	250	\$15.00	\$3,750.00	\$3,750.00
Hot-Mix Asphalt Surface Removal, 2"	IV	Yes	Outside Contractor	Sq Yd	14,700	\$2.50	\$36,750.00	\$36,750.00
Sidewalk Removal	IV	Yes	Outside Contractor	Sq Ft	4,100	\$1.50	\$6,150.00	\$6,150.00
Class D Patches, Type III, 3 inch	IV	Yes	Outside Contractor	Sq Yd	100	\$40.00	\$4,000.00	\$4,000.00
Class D Patches, Type IV, 3 inch	IV	Yes	Outside Contractor	Sq Yd	230	\$40.00	\$9,200.00	\$9,200.00
Drainage Structures to be Adjusted	IV	Yes	Outside Contractor	Each	31	\$400.00	\$12,400.00	\$12,400.00
Inlet Filters	IV	Yes	Outside Contractor	Each	30	\$125.00	\$3,750.00	\$3,750.00
Earth Excavation	IV	Yes	Outside Contractor	Cu Yd	75	\$35.00	\$2,625.00	\$2,625.00
Topsoil Furnish and Place, Variable Depth	IV	Yes	Outside Contractor	Cu Yd	25	\$100.00	\$2,500.00	\$2,500.00
Nitrogen Fertilizer Nutrient	IV	Yes	Outside Contractor	Pound	1	\$5.00	\$5.00	\$5.00
Potassium Fertilizer Nutrient	IV	Yes	Outside Contractor	Pound	1	\$5.00	\$5.00	\$5.00
Sodding	IV	Yes	Outside Contractor	Sq Yd	400	\$17.00	\$6,800.00	\$6,800.00
Traffic Control and Protection Standard 701501	IV	Yes	Outside Contractor	L Sum	1	\$4,000.00	\$4,000.00	\$4,000.00
Total Operation Cost								\$440,221.75

[Add Row](#)

Estimate of Maintenance CostsSubmittal Type **Original**

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
Village of Willowbrook		DuPage	22-00000-00-GM	05/01/22	04/30/23

Estimate of Maintenance Costs Summary

Maintenance				
	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$440,000.00			\$440,000.00
Maintenance Total	\$440,000.00			\$440,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering				
	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$22,000.00			\$22,000.00
Engineering Inspection	\$22,000.00			\$22,000.00
Material Testing	\$6,000.00			\$6,000.00
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$50,000.00			\$50,000.00

Total Estimated Maintenance	\$490,000.00			\$490,000.00
------------------------------------	--------------	--	--	--------------

Remarks

N/A

SUBMITTED

Local Public Agency Official

Date

Title

Frank A. Trilla, Mayor

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



**Maintenance Engineering to be
Performed by a Consulting Engineer**



Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee ☒ > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	5%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature	Date
<input type="text"/>	<input type="text"/>

Title

Frank A. Trilla, Mayor

BY:

Consulting Engineer Signature	Date
<input type="text"/>	03/07/22

Title

John E. Fitzgerald, P.E. Village Engineer

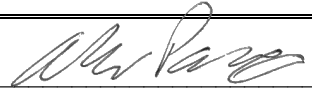
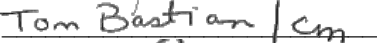

P.E. Seal	Date
<input type="text"/>	<input type="text"/>



Approved:

Regional Engineer, IDOT	Date
<input type="text"/>	<input type="text"/>

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY	
ITEM TITLE: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE 67 TH STREET RBI REHABILITATION PROJECT	AGENDA NO. 12. AGENDA DATE: 3/14/2022
STAFF REVIEW: Andrew Passero, Public Works Foreman LEGAL REVIEW: Tom Bastian, Village Attorney RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE:  SIGNATURE:  SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
BACKGROUND <p>The 2022 REBUILD ILLINOIS (RBI) road resurfacing program will be 67th Street from Snug Harbor Drive to Route 83. RBI grant funding has been deposited into the MFT account and may be used with MFT, State, or Federal funding.</p> <p>The total amount budgeted for the RBI resurfacing project FY 22-23 is \$565,000. This project includes two (2) inch HMA surface removal; public sidewalk spot repairs; storm basin adjustments and turf restoration. This project will also include the complete removal and replacement of all curbs and gutters along 67th Street. Sealed bids are due by June 2022 and begin resurfacing shortly after.</p> <p>Estimated construction cost- \$500,000 Estimated engineering cost- \$60,000 Material testing- \$5,000</p> <p>Engineering costs include design, construction, and material testing. This project will also require a full pan set since all the curb and gutter are recommended for replacement.</p>	
STAFF RECOMMENDATION <p>An Appropriation Resolution will be on a future Village Board Agenda. This Resolution will identify the dollar amount maximum that the Village intends to utilize for the FY 22-23 RBI Road Improvement Program. The Village Board can always do a smaller program than the projected \$565,000 proposal should the Village not approve the full budget. This Appropriation Resolution is required as part of the initial IDOT Submittal for the RBI Road Improvement Program.</p>	
ACTION PROPOSED: Adopt the Resolution	

RESOLUTION 22-R- _____

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH NOVOTNY ENGINEERING TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF
WILLOWBROOK FOR THE 67TH STREET RBI REHABILITATION PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) is a home-rule unit of government pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village of Willowbrook has determined it is necessary to engage the services of a professional engineering firm to provide professional engineering services for the 67th Street RBI Rehabilitation Project (the “Project”) needed and as detailed in that certain agreement for Professional Engineering Services, and project understanding for professional services (the “Agreement”), attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the Village desires to retain Novotny Engineering to provide professional engineering services to the Village; and

WHEREAS, the Village has determined that such services involve a high degree of professional skill and judgment; and

WHEREAS, the Village has previously retained the services of Novotny Engineering and the Village has a satisfactory relationship with Novotny Engineering; and

WHEREAS, the Village has determined that it is necessary, proper and in the best interest of the Village to retain Novotny Engineering to provide professional engineering services, all as set forth in its proposal and upon the terms and conditions as set forth in that certain agreement, and general terms and conditions attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully restated herein.

SECTION 2: That certain agreement by and between Novotny Engineering and the Village of Willowbrook, including the general terms and conditions, attached hereto as Exhibit "A" and made a part hereof, be and is hereby adopted and approved.

SECTION 3: The Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain agreement by and between the Village of Willowbrook and Novotny Engineering, including the general conditions and the Village Clerk is directed to attest to said signature.

SECTION 4: The Village Mayor of the Village of Willowbrook is further authorized and directed to execute on behalf of the Village of Willowbrook any and all other acts necessary to carry into effect the intent of this Resolution, and the Village Clerk is hereby directed to attest to said signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5: This Resolution shall be effective upon its passage and approval by the Mayor and Board of Trustees of the Village of Willowbrook.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 14th day of March, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
NOVOTNY ENGINEERING AND THE VILLAGE OF WILLOWBROOK FOR THE
67TH STREET RBI REHABILITATION PROJECT**

March 7, 2022

Mr. Sean Halloran
Assistant Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Re: **67th Street RBI Street Rehabilitation**
MFT Section No. 22-00024-00-FP

Dear Sean:

In accordance with your directive, we have prepared the necessary documents to enable the Village to pay for the above-referenced project utilizing Rebuild Illinois (RBI) Funds. The RBI project has been set up to provide \$565,000.00 for the paving of 67th Street. Therefore, the following documents are enclosed for further processing, as indicated:

1. One (1) PDF copy of the "Local Public Agency Engineering Services Agreement", which has been signed by our office. If you concur, please arrange for the Mayor and Village Clerk to sign & seal the Agreement in the spaces provided, retain one (1) PDF copy for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
3. One (1) copy of a "Resolution for Improvement Under the Illinois Highway Code" in the amount of \$565,000.00 for the RBI Funding. After passage by the Village Board, please have the Village Clerk sign & seal the Resolution, retain one (1) PDF copy for the Village files, and return one (1) PDF copy to our office for further processing with IDOT.
4. One (1) copy of the "Local Public Agency Formal Contract Proposal" Cover Sheet. Please have the Mayor sign the cover sheet and return one (1) PDF copy to our office for further processing with IDOT.

If you should have any questions, please feel free to contact me.

Sincerely,

NOVOTNY ENGINEERING



John E. Fitzgerald, P.E.
Executive Vice President

JEF/clc

cc: Mr. Brian Pabst, Village Administrator
Mr. Andrew Passero, Public Services Foreman
File No. 21539



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

VILLAGE OF WILLOWBROOK

County

DuPage

Section Number

22-00024-00-FP

Route(s) (Street/Road Name)

67TH STREET

Type of Funds

RBI

☐ 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

Official Title

FRANK A. TRILLA, MAYOR

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

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



Resolution for Improvement Under the Illinois Highway Code

[Print Form](#)[Print With Instructions](#)[Reset Form](#)

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

22-R-

Section Number

22-00024-00-FP

BE IT RESOLVED, by the President and Board of Trusteesof the Village

Governing Body Type

Local Public Agency Type

of Willowbrook

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
- 67th Street	0.4195		Clarendon Hills Rd	Kingery Highway (Rt. 83)
Add				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
-				
Add				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA surface removal; curb & gutter removal & replacement; sidewalk removal & replacement; HMA & concrete driveway removal & replacement; pavement patching; HMA binder & surface course installation; pavement markings; drainage structure adjustments; and topsoil & seed parkway restoration.

2. That there is hereby appropriated the sum of Five Hundred Sixty-Five Thousand and 00/100Dollars (\$565,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Deborah A. Hahn

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Willowbrook

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Willowbrook

Governing Body Type

Name of Local Public Agency

at a meeting held on March 14, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of March, 2022

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE-CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Willowbrook	DuPage	22-00024-00-FP	
Project Number	Contact Name	Phone Number	Email
21539	Sean Halloran	(630) 323-8215	shalloran@willowbrook.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
67th Street - Clarendon Hills Rd to Rt 83		2215 Feet	
Location Termini			<input type="button" value="Add Location"/>
			<input type="button" value="Remove Location"/>

Project Description

Street resurfacing or rehabilitation paving work, including HMA surface removal; curb & gutter removal & replacement; sidewalk removal & replacement; HMA & concrete driveway removal & replacement; pavement patching; HMA binder & surface course installation; pavement markings; drainage structure adjustments; and topsoil & seed parkway restoration.

Engineering Funding ☐ MFT/TBP ☐ State ☐ Other
Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☒ Other **RBI**

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Novotny Engineering	John Fitzgerald, P. E	(630) 887-8640	jfitzgerald@novotnyengineering.co
Address	City	State	Zip Code
545 Plainfield Road, Suite A	Willowbrook	IL	60527

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
☒ EXHIBIT B: Project Schedule
☒ EXHIBIT C: Direct Costs Check Sheet
☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)

☐ _____
☐ _____
☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation

- ☒ Percent A sum of money equal to 14% percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum
- ☐ Specific Rate
- ☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.

Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. The the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.
8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace.

False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or

grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, 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) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 13. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

- shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Frank Novotny & Assoc., Inc. DBA/ Novotny Engineering	36-2728920	\$60,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Seeco	36-3458492	\$5,000.00
Subconsultant Total		\$5,000.00
Prime Consultant Total		\$60,000.00
Total for all work		\$65,000.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Village of Willowbrook

By (Signature & Date) By (Signature & Date)

Willowbrook Village Clerk Title
Frank A. Trilla, Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Novotny Engineering

By (Signature & Date) By (Signature & Date)

John E. Fitzgerald, P.E., Secretary Title
Timothy P. Geary, P.E., President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00024-00-FP

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
2. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
3. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
4. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
5. Furnish or cause to be furnished:
 - a) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - b) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - c) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - d) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - e) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
6. Furnish or cause to be furnished:
 - a) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - b) Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - c) Establishment and setting of lines and grades.
 - d) Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - e) Supervision of inspectors, proportioning engineers, and other technical personnel and the taking and submitting of material samples.
7. Revision of contract drawings to reflect as built conditions.
8. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00024-00-FP

**EXHIBIT B
PROJECT SCHEDULE**

April, 2022 Bid Date
 May 15, 2022 - Contract Award
 May 31, 2022 Contract Start Date
 September 15, 2022 - Contract Work Complete
 September 30, 2022 - Punchlist Work Completed
 October 1, 2022 - Project Accepted
 October 31, 2022 - Final Payment Approved

Local Public Agency

County

Section Number

Village of Willowbrook

DuPage

22-00024-00-FP

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00024-00-FP

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

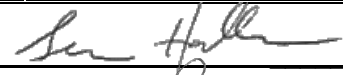
		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

VILLAGE OF WILLOWBROOK

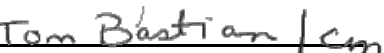
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH EXCLUSIVE WINDOWS, INC. FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT WINDOWS AT THE VILLAGE HALL AND VILLAGE POLICE DEPARTMENT FACILITIES AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$149,000.00

AGENDA NO. 13.**AGENDA DATE:** 03/14/22**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator**SIGNATURE:**

Andrew Passero, Public Works Foreman

SIGNATURE:**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Brian Pabst, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES ☐NO ☐N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

Village Hall was originally built in 1979 and was previously occupied by Rath's, Rath's, and Johnson. In August 2013, the Village purchased the Village Hall site for \$900,000 and remodeled the property. In an effort to maintain costs for the project, Village staff did not include a replacement of the windows at the Village Hall or later in the Police Department remodeling project in 2017.

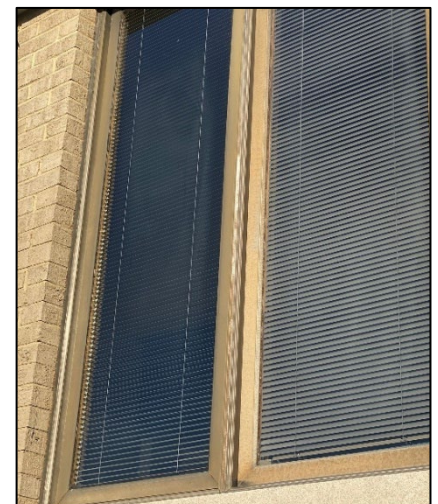
At the January 13, 2022, and February 17, 2022, Budget Workshops, staff outlined the estimated cost to replace the windows at Village Hall and in the Police Department. Since that time, staff has been working with local vendors to finalize the costs, material, and type of product that will be used as part of this upgrade to Village Hall and the Police Department. The existing windows have fallen into a state of disrepair. Several windows within Village Hall are falling apart or fail to close or open.

Since December 2021, Public Works staff has been working to receive quotes.

Below are the prices:

Vendor	Price	Location
Rusco Windows & Doors	\$160,981	Woodridge, IL
Promar Exterior	\$153,900	Lincolnshire, IL
Exclusive Windows	\$149,000	Willowbrook, IL

After a review of the specifications, prices, time of delivery and quality of work, staff is recommending Exclusive Windows of Willowbrook, IL.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
EXCLUSIVE WINDOWS, INC. FOR THE PURCHASE AND INSTALLATION
OF REPLACEMENT WINDOWS AT THE VILLAGE HALL AND
VILLAGE POLICE DEPARTMENT FACILITIES AT AN ESTIMATED
TOTAL COST NOT TO EXCEED \$149,000.00**

WHEREAS, the Village of Willowbrook (the “Village”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village solicited proposals from three contractors for the purchase and installation of replacement windows for the Village Hall facility and Village Police Department facility; and

WHEREAS, of the proposals received by the Village, the corporate authorities of the Village have determined that it is in the best interest of the Village that competitive bidding be waived for the purchase and installation of replacement windows for the Village Hall facility and the Village Police Department facility.

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

SECTION 1: That, by a two-thirds (2/3rds) vote of the Board of Trustees of the Village, the competitive bidding process for the purchase and installation of replacement windows for the Village Hall facility and Village Police Department facility be and is hereby waived.

SECTION 2: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, an agreement for the purchase and installation of replacement windows for the Village Hall facility and Village Policy Department facility, with

Exclusive Windows, Inc. at a cost not to exceed One Hundred Forty-Nine Thousand and 00/100 Dollars (\$149,000.00). A copy of said agreement incorporating the proposals is attached hereto as Exhibit “A” and made a part hereof, which proposal and agreement are hereby approved.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 14th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

AGREEMENT WITH EXCLUSIVE WINDOWS, INC.

C O N T R A C T
FOR MANUFACTURE AND INSTALLATION OF WINDOWS

THIS CONTRACT ENTERED INTO THIS _____ day of March, 2022 between Exclusive Windows, 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 for the manufacture and installation of windows at the Willowbrook Village Hall and Village of Willowbrook Police facility.

2. Contractor has submitted proposals to the Village for the manufacture and installation of said windows. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated into this agreement as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of said proposal 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.

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 manufacture and installation of the windows for work completed in a good and workmanlike manner in an amount expected not to exceed One Hundred Forty-Nine Thousand and 00/100^{ths} Dollars (\$149,00.00). Payment shall be in accord with the provisions of each proposal, attached hereto as Exhibit "A".

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, Attn: Village Administrator, or to Exclusive Windows, Inc., Attn: Thomas Lavins, 545 Willowbrook Center Parkway, Willowbrook, Illinois 60527, 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:

EXCLUSIVE WINDOWS, INC.

By: _____
Thomas A. Lavins, 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
_____ (name
of 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

EXHIBIT “A”

EXCLUSIVE WINDOWS, INC. PROPOSALS



SOLD BY:

Exclusive Windows, Inc. Willowbrook
545 Willowbrook Center Pkwy
Willowbrook, IL 60527-8495
Fax: 630-655-1954

SOLD TO:

Not Available

CREATED DATE
2/15/2022

LATEST UPDATE
2/21/2022

OWNER
Sarah Harrison

Abbreviated Quote Report - Customer Pricing

QUOTE NAME

VILLAGE OF WILLOWBROOK

PROJECT NAME

VILLAGE OF
WILLOWBROOK

QUOTE NUMBER

1883462

CUSTOMER PO#

TRADE ID

825352

ORDER NOTES:

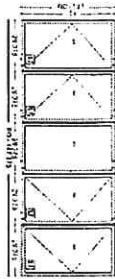
DELIVERY NOTES:

Quote #: 1883462

Print Date: 2/24/2022 2:59:52 PM UTC

All Images Viewed from Exterior

Page 1 of 10



Item	Qty	Operation	Location
100	1	Left - Left - Stationary - Right - Right	*FIELD MULL*

RO Size = 147 7/8" x 59 1/2"

Unit Size = 147 3/8" x 59"

Mull: Job Site Mullied, Field Ribbon Mull, 1/8 Non Reinforced Material
PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11", Unit, 400 Series
Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame,
Unit 1, 2: Left, Unit 3: Stationary, Unit 4, 5: Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional
Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To
Manufacturer : LOW-E4 SMARTSUN BRONZE

PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11", Unit, 400 Series
Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame,
Left, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille
Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11", Unit, 400 Series
Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame,
Stationary, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Instructions
To Manufacturer : LOW-E4 SMARTSUN BRONZE

PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11", Unit, 400 Series
Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame,
Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille
Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11" - PSC 2' 5 3/8"X4' 11", Unit, 400 Series
Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame,
Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille
Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE

Hardware: PSC Traditional Folding Stone PN:1361562
Insect Screen 1: 400 Series Casement, PSC 29,375 x 59 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

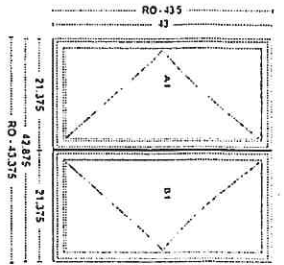
Insect Screen 1: 400 Series Casement, PSC 29,375 x 59 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 29,375 x 59 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 29,375 x 59 Full Screen Aluminum Stone
Drip Cap: 151 1/2IN Dark Bronze QTY 1 PN:9020506

Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, Dark Bronze, PN:1347016
Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195

Gusset: PSC, Head/Sill, PN:1359508							
Gusset 2: PSC, Head/Sill, PN:1359508							
Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, Unfinished, In Side, PN:1349016							
Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, Dark Bronze, PN:1347016							
Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195							
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Gusset 2: PSC, Head/Sill, PN:1359508							
Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, Unfinished, In Side, PN:1349016							
Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, Dark Bronze, PN:1347016							
Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195							
Gusset: PSC, Head/Sill, PN:1359508							
Gusset 2: PSC, Head/Sill, PN:1359508							
Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, Unfinished, In Side, PN:1349016							
Unit #	U-Factor	SHGC	ENERGY STAR Clear Opening/Unit #	Width	Height	Area (Sq. Ft)	Comments:
A1	0.28	0.32	YES	A1	21.0897	54.1480	7.93030
B1	0.28	0.32		B1	21.0897	54.1480	7.93030
C1	0.28	0.32		D1	21.0897	54.1480	7.93030
D1	0.28	0.32		E1	21.0897	54.1480	7.93030
E1	0.28	0.32					



Item	Qty	Operation	Location
200	2	Left-Right	None Assigned

RO Size = 43 3/8" x 43 1/2" Unit Size = 42 7/8" x 43"

Mull: Factory Mull, Andersen Ribbon Mull, 1/8 Non Reinforced Material
 PSC 1' 9 3/8"X3' 7"-PSC 1' 9 3/8"X3' 7", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1: Left, Unit 2: Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
 Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Perimeter Complete Unit Extension Jambs, Factory Applied

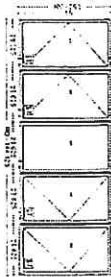
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 21.375 x 43 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 21.375 x 43 Full Screen Aluminum Stone

Unit #	U-Factor	SHGC	ENERGY STAR Clear Opening/Unit #	Width	Height	Area (Sq. Ft)	Comments:
A1	0.28	0.32		A1	11.6730	38.1480	3.09240
B1	0.28	0.32		B1	11.6730	38.1480	3.09240



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>
300	1	Left - Left - Stationary - Right - Right	*FIELD MULL*

RO Size = 144 1/8" x 56 1/2"

Unit Size = 143 5/8" x 56"

Mull: Job Site Mull, Field Ribbon Mull, 1/8 Non Reinforced Material

PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1, 2: Left, Unit 3: Stationary, Unit 4, 5: Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE

PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Left, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Left, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Stationary, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE

PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8" - PSC 2' 4 5/8"X4' 8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE Hardware: PSC Traditional Folding Stone PN:1361562

Inset Screen 1: 400 Series Casement, PSC 28.625 x 56 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

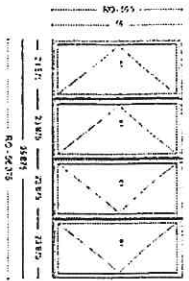
Insect Screen 1: 400 Series Casement, PSC 28.625 x 56 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

Inset Screen 1: 400 Series Casement, PSC 28, 625 x 56 Full Screen Aluminum Stone
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 28.6/25 x 56 Full Screen Aluminum Stone Drip Cap: 151 1/2IN Dark Bronze QTY 1 PN:9020506

Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, Dark Bronze, PN:1347016
Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195

Gusset: PSC, Head/Sill, PN:1359508						
Gusset 2: PSC, Head/Sill, PN:1359508						
Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, Unfinished, In Side, PN:1349016						
Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, Dark Bronze, PN:1347016						
Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195						
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Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, Dark Bronze, PN:9073195						
Gusset: PSC, Head/Sill, PN:1359508						
Gusset 2: PSC, Head/Sill, PN:1359508						
Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, Unfinished, In Side, PN:1349016						
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<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>
400	2	Left - Left - Right - Right	None Assigned

RO Size = 96 3/8" x 56 1/2"

Unit Size = 95 7/8" x 56"

Mull: Factory Mullied, Andersen Ribbon Mull, 1/8 Non Reinforced Material
 PSC 1' 11 7/8"X4' 8" - PSC 1' 11 7/8"X4' 8" - PSC 1' 11 7/8"X4' 8" - PSC 1' 11 7/8"X4' 8", Unit, 400 Series Casement, Installation
 Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1, 2: Left, Unit 3, 4:
 Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille
 Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
 Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Perimeter Complete Unit Extension Jambs, Factory Applied

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 23.875 x 56 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 23.875 x 56 Full Screen Aluminum Stone

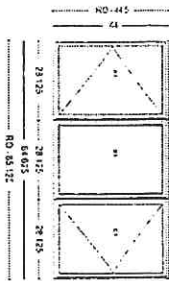
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 23.875 x 56 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 23.875 x 56 Full Screen Aluminum Stone

Unit #	U-Factor	SHGC	ENERGY STAR Clear Opening/Unit #	Width	Height	Area (Sq. Ft)	Comments:
A1	0.28	0.32	YES	14.1730	51.1480	5.03420	
B1	0.28	0.32		14.1730	51.1480	5.03420	
C1	0.28	0.32		14.1730	51.1480	5.03420	
D1	0.28	0.32		14.1730	51.1480	5.03420	



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>
600	3	Left - Stationary - Right	None Assigned

RO Size = 85 1/8" x 44 1/2"

Unit Size = 84 5/8" x 44"

Mull: Factory Mullied, Andersen Ribbon Mull, 1/8 Non Reinforced Material
PSC 2' 4 1/8"X3' 8" - PSC 2' 4 1/8"X3' 8" - Unit, 400 Series Casement, Installation Flange, Dark Bronze
Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1: Left, Unit 2: Stationary, Unit 3: Right,
Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer,
Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Perimeter Complete Unit Extension Jambs, Factory Applied

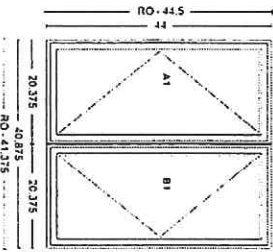
Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 28.125 x 44 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 28.125 x 44 Full Screen Aluminum Stone

<u>Unit #</u>	<u>U-Factor</u>	<u>SHGC</u>	<u>ENERGY STAR Clear Opening/Unit #</u>	<u>Width</u>	<u>Height</u>	<u>Area (Sq. Ft)</u>	<u>Comments:</u>
A1	0.28	0.32	YES	A1	18.4230	39.1480	5.00850
B1	0.28	0.32		C1	18.4230	39.1480	5.00850
C1	0.28	0.32					



<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>
700	6	Left-Right	None Assigned

RO Size = 41 3/8" x 44 1/2"

Unit Size = 40 7/8" x 44"

Mull: Factory Mullied, Andersen Ribbon Mull, 1/8 Non Reinforced Material
PSC 1' 8 3/8"X3' 8"-PSC 1' 8 3/8"X3' 8" - Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze
Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1: Left, Unit 2: Right, Hinge with Wash Mode, Dual Pane Low-E4
Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full
Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE
Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Perimeter Complete Unit Extension Jambs, Factory Applied

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 20.375 x 44 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 20.375 x 44 Full Screen Aluminum Stone

<u>Unit #</u>	<u>U-Factor</u>	<u>SHGC</u>	<u>ENERGY STAR Clear Opening/Unit #</u>	<u>Width</u>	<u>Height</u>	<u>Area (Sq. Ft)</u>	<u>Comments:</u>
A1	0.28	0.32	YES	A1	10.6730	39.1480	2.90160
B1	0.28	0.32		B1	10.6730	39.1480	2.90160

2/24/2022

Exclusive Windows, Inc.

545 Willowbrook Centre Pkwy
Willowbrook, IL 60527
Phone (630) 655-1898

Village Of Willowbrook

A.J

630-5143329

Village Hall

BRONZE TINT QUOTE
Quote#TH4769

[illegible]

Sub Total	\$93,000.00
Tax	
Delivery Charge	
Frieght to Exclusive	\$0.00
Total	\$93,000.00



SOLD BY:

Exclusive Windows, Inc. Willowbrook
545 Willowbrook Center Pkwy
Willowbrook, IL 60527-8495
Fax: 630-655-1954

SOLD TO:

Not Available

CREATED DATE

2/15/2022

LATEST UPDATE

2/18/2022

OWNER

Sarah Harrison

Abbreviated Quote Report - Customer Pricing

QUOTE NAME

PROJECT NAME

QUOTE NUMBER

CUSTOMER PO#

TRADE ID

VILLAGE OF WILLOWBROOK

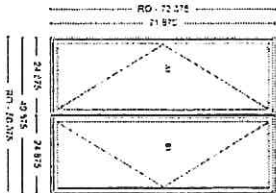
VILLAGE OF
WILLOWBROOK

1883367

825352

ORDER NOTES:

DELIVERY NOTES:



Item

Qty

Operation

Location

100

23

Left-Right

None Assigned

RO Size = 50 3/8" x 72 3/8"

Unit Size = 49 7/8" x 71 7/8"

Mull: Factory Mullied, Andersen Ribbon Mull, 1/8 Non Reinforced Material
PSC 2' 7/8"x5' 11 7/8"-PSC 2' 7/8"x5' 11 7/8", Unit, 400 Series Casement, Installation Flange, Dark Bronze Exterior Frame, Dark Bronze Exterior Sash/Panel, Pine w/Unfinished Interior Frame, Unit 1: Left, Unit 2: Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE GLASS
Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Perimeter Complete Unit Extension Jambs, Factory Applied

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 24.875 x 71.875 Full Screen Aluminum Stone

Hardware: PSC Traditional Folding Stone PN:1361562

Insect Screen 1: 400 Series Casement, PSC 24.875 x 71.875 Full Screen Aluminum Stone

Unit #	U-Factor	SHGC	ENERGY STAR Clear Opening/Unit #	Width	Height	Area (Sq. Ft)	Comments:
A1	0.29	0.32	NO	A1	15.1730	67.0230	7.06210
B1	0.29	0.32		B1	15.1730	67.0230	7.06210

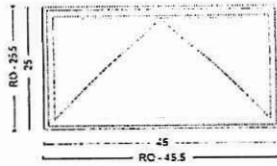
Quote #: 1883367

Print Date: 2/24/2022 2:58:42 PM UTC

All Images Viewed from Exterior

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<u>Item</u>	<u>Qty</u>	<u>Operation</u>	<u>Location</u>
200	23	Vent	None Assigned



RO Size = 45 1/2" x 25 1/2"

Unit Size = 45" x 25"

PSA 3' 9"X2' 1", Unit, 400 Series Awning, Installation Flange, Dark Bronze Exterior Frame, Pine w/Unfinished Interior Frame, Vent, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, Stone, Stone, Full Screen, Aluminum, Instructions To Manufacturer : LOW-E4 SMARTSUN BRONZE GLASS
Wrapping: 4 9/16" Interior Extension Jamb Pine / Unfinished Standard Complete Unit Extension Jamb, Factory Applied

Hardware: PSA Traditional Folding Stone PN:1521041

Insect Screen 1: 400 Series Awning, PSA 45 x 25 Full Screen Aluminum Stone

Unit #	U-Factor	SHGC	ENERGY STAR
A1	0.28	0.31	NO

Comments:

SUB-TOTAL:	
FREIGHT:	
LABOR:	
TAX:	
TOTAL:	

CUSTOMER SIGNATURE _____ DATE _____

* All graphics as viewed from the exterior. ** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Thank you for choosing Andersen Windows & Doors