

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, NOVEMBER 14 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: 848 1694 8640

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

1. CALL TO ORDER
2. ROLL CALL
3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER
 - a. Claire Manley
7. PRESENTATION - INDIAN PRAIRIE LIBRARY
8. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting October 24, 2022 (APPROVE)
 - c. Minutes - Board of Trustees Special Meeting - Committee of the Whole - October 24, 2022 (APPROVE)
 - d. Minutes - Joint Board of Trustees and Plan Commission Special Meeting - Zoning Code Update - October 25, 2022 (APPROVE)
 - e. Warrants \$1,481,240.94
 - f. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

NEW BUSINESS

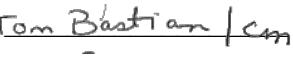
9. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH ADMINISTRATIVE CONSULTING SPECIALISTS, LLC (ADOPT)
10. RESOLUTION NO. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2022 PROPERTY TAX LEVY (ADOPT)
11. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2022/2023 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK (ADOPT)
12. MOTION - MOTION DIRECTING THE VILLAGE ATTORNEY TO FILE A COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF REGARDING 6501 BENTLEY, WILLOWBROOK, ILLINOIS (PASS)
13. RESOLUTION NO. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO THE TERMS AND CONDITIONS FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BETWEEN RATHS, RATHS & JOHNSON AND THE VILLAGE OF WILLOWBROOK (ADOPT)

PRIOR BUSINESS

14. TRUSTEE REPORTS
15. ATTORNEY'S REPORT
16. CLERK'S REPORT
17. ADMINISTRATOR'S REPORT
18. MAYOR'S REPORT
19. EXECUTIVE SESSION
20. ADJOURNMENT

VILLAGE OF WILLOWBROOK

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Indian Prairie Library Presentation	AGENDA NO. 7. AGENDA DATE: 11/14/2022
STAFF REVIEW: Alex Arteaga, Asst. to the Village Administrator	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 

BACKGROUND/DISCUSSION:

A presentation will be given by Crystal Megaridis, Trustee and Laura Birmingham, Library Director from the Indian Prairie Library on library services.

The presentation will cover library history, currently offered library services, information on public engagement initiatives from the library, and other helpful and relevant information to our Willowbrook community members.



Indian Prairie Public Library

Providing opportunities to explore, connect, and be inspired.

Our history goes back to the 1970s

The Darien Woman's Club volunteered their time and donated books to provide Darien with a library.



The Willowbrook Public Library started with a state grant in 1979 and passed a referendum in 1980.



The Darien District Public Library was started via referendum in 1982.



In 1987, a referendum passed by 85 percent to join the two libraries and form the Indian Prairie Public Library District.

In 1993, the community passed a referendum to build a new library building which opened in 1996.



The building is a community hub.

It supports our services and provides a lovely space for our residents to study, work, or just hang out.



We are committed to ensuring the library remains a popular destination and a lovely gathering space.

To that end, we continually examine how the building can best support library services. We have saved money for the past decade to pay for renovations.



**In 2017-2019 we surveyed residents
and asked what they wanted.**

What we heard from the community . . .

- Offer more programs and classes.
- Provide more space for reading, studying, and working.
- Have a variety of seating.
- Increase amount of space for meeting and gathering.
- Provide more technology.
- Support interest in DIY, making, and creative work.
- Increase space and reconfigure the space for babies to pre-school children.
- Provide more study and hang-out space for youth.

They asked. We answered.

In 2021, we delivered on what the community wanted in our renovation.

Study spaces, a variety of seating, expanded kids areas, added technology, and so much more.



Maker Studio: A place to learn & create

3D Printers • Button Makers
Candle Maker • Card Making Tools
Carving Machine • Cricut • Dremel Tool
Embossers • Embroidery Machine
Glass Bottle Cutter • Green Screen
Heat Press • Knitting Machine • Laser Cutter
Poster Printer • Sewing Machine
Die Cutting Machines • Soldering Iron Kit
Weaving Looms • Wood Burning Kit
Wood Carving Kit



Residents can come in on their own to work on projects in the Maker Studio, or take classes from us.



During the first year, more than 2,500 cardholders either used the studio to create projects or attend one of 200 library programs.



Classes for everyone

From honing critical early literacy skills through storytimes to teaching classes on computer basics to hosting concerts, art lectures, ESL classes, and book discussions, there are plenty of options for everyone with our library programming.



We love being out in the community!

Top: Our Early Literacy Librarian at National Night Out.



Bottom: Our Head of Programming & Outreach visiting Westview Hills School.



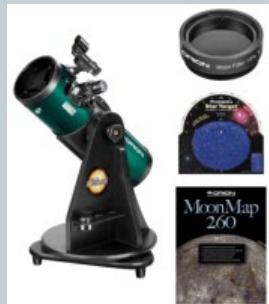
You'll never know what you'll find at the library!

Our Library of Things collection features tools, technology, and treasures to try.
We are always adding new things based on guest feedback.

Video game systems & games



Telescopes



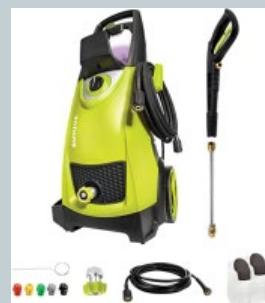
Cookie press



Outdoor games



Pressure washer



Pasta maker



Cake pans



Even more to explore

Our community has access to the items in our collection, plus an additional 10 million that can be borrowed the catalog from the 100 member libraries in our system.

Plus, we have electronic resources such as movies, music, books, magazines, and databases—which are powerful, specialized search engines.





Indian Prairie Public Library

Explore, connect, and be inspired.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 24, 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 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal, Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Director of Municipal Services Foreman AJ Passero.

Present via conference call, due to the COVID-19 Pandemic, was Trustee Umberto Davi.

ABSENT: None.

A QUORUM WAS DECLARED

3. MOTION TO ALLOW TRUSTEE DAVI – A MOTION TO ALLOW TRUSTEE DAVI TO ATTEND THE MEETING REMOTELY.

Trustee Neal asked the Board to allow Trustee Davi to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Michael Krol lead everyone in saying the Pledge of Allegiance.

5. VISITORS' BUSINESS

None present and no written comments were received.

6. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER

a. Alexander Strockis

Clerk Hahn had the honor of swearing in the new patrol officer. Mayor Trilla thanked the family of Officer Strockis for attending the meeting to witness the swearing in ceremony.

OMNIBUS VOTE AGENDA

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

7. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Meeting October 10, 2022 (APPROVE)
- c. Warrants \$619,692.39
- d. RESOLUTION NO. 22-R-56 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A TEMPORARY AND EXCLUSIVE EASEMENT AGREEMENT WITH 645 JOLIET LLC (ADOPT)
- e. RESOLUTION NO. 22-R-57 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE UNITED STATES COAST GUARD (ADOPT)
- f. ORDINANCE NO. 22-O-41 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

8. ORDINANCE NO. 22-O-41 - SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 (PASS)

Administrator Halloran presented that staff is asking for the approval for supplemental appropriation for general fund, business district and general obligation funds.

As the Board is aware when it comes to expenditures from the General Fund we are on a good track. Right now, for five months of the year, we are at 42% and, overall, the general fund expenditures are at 38%, Community Development is coming in low, as is Parks and Recreation.

The areas where we are over budget were areas over which we did not have direct control. Despite the ongoing recession, staff has been able to manage expenditures within the budgeted amount except for the following amounts:

- Village Entry Signs
- Village Administrator's Office - Contingency
- Village Administrator's Office - Personnel
- Parks and Recreation - Personnel

Areas beyond our control were included the delivery of office copiers and the Village gateway signs, both budgeted in the prior fiscal year.

In total, the budget amendment for the General Fund is an estimated \$388,444. During the annual appropriation ordinance presentation, staff lowered the appropriation amount from 100% over the budgeted amount to 50%. The justification was to show more transparency to the Board. We are also recommending reducing the budget by an additional \$399,000.

We're confident our budget expenditures are in line with where they should be, we're asking for additional funds due to the uncontrolled expenditures. We're confident we'll be able to maintain our expenditures in the backdrop of inflation, as well a recession.

Trustee Neal asked if the date of September 2020 was used on the Monthly Operating Revenues in line with our budget year.

Administrator Halloran agreed and also advised it was to provide the last end of the month figures available.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to pass Ordinance 22-0-41 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 22-0-42 - ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH ULINE, INC. FOR THE PURCHASE OF FURNITURE FOR THE VILLAGE COMMUNITY RESOURCE CENTER (PASS)

Assistant to the Administrator Arteaga provided the following information. On August 12, Village staff released a Request for Proposal (RFP) #004 for the Furnishing of the Community Resource Center (CRC), with bids due for this RFP by September 21st.

Staff received one bid from Rework Furniture in the amount of \$72,690. Following the submission of Rework Furniture's bid, staff determined that the furnishing of the CRC could be done for a lower amount if staff were to purchase furniture items directly from Uline, a general commercial and industrial goods provider. Staff met with Uline representatives to create a cost estimate for the furnishing of the CRC which resulted in a final cost estimate of \$44,751.24.

If staff were to purchase CRC furniture through Uline rather than Rework Furniture, it would result in a cost savings of \$ 27,938.76.

Mayor Trilla asked if Carrie Navins, the Recreational Services Coordinator, was involved with the selection of the furniture items for the CRC. Mr. Arteaga indicated she was.

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to pass Ordinance 22-0-42 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 22-R-58 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP (ADOPT)

Administrator Halloran reminded the Board, at the April 11, 2022, Village Board meeting a general obligation bond offering of \$10,000,000 was made, based on a staff presentation at the March 28, 2022 Committee of the Whole meeting.

The General Obligation Bond is planned to be used for certain capital projects and the formation of an economic development partnership, specifically the Willowbrook Economic Development Partnership (WEDP). We are asking for the Board to approve the agreement with WEDP which is a three-year agreement that is laid out in four terms. These are the terms:

Term	Months	Dates	Funding Amount
Term 1	6	October 2022 – April 30, 2023	\$170,000
Term 2	12	May 1, 2023 – April 30, 2024	\$330,000
Term 3	12	May 1, 2024 – April 30, 2025	\$330,000
Term 4	6	May 1, 2025 – October 25, 2025	\$170,000

The timing of the terms is designed to match the Village's fiscal year. The WEDP is expected to come back to the Board during budget season to discuss their goals and plans for the following year. The funding for the WEDP stems from the General Obligation Bond, approved in April 2022, not the General Fund.

Trustee Mistele stated that Article V of the bylaws of the WEDP indicates that an executive committee is optional and wondered what the thoughts were on that issue.

Interim Economic Development Director Brian Pabst responded that the feeling was to bring this before the Development Board for input before deciding one way or another, to allow that body the choice.

Trustee Mistele asked if the WEDP had a full board. Director Pabst indicated, yes, we have seven (7) members.

Trustee Neal pointed out that, under Section 7.0 WEDP Strategic Plan in the Agreement between the Village and the WEDP, point 7.1 specifies a timeline for presentation of the WEDP strategic plan. She suggested that the presentation of the strategic plan should coincide with the term end dates of the agreement, i.e., at the end of each Village fiscal year.

Mayor Trilla responded that the WEDP would present their annual budget before the end of the Village's fiscal year. Director Pabst

added that it will be part of the budget. It would be justifying the line items with the Village Board for approval.

Trustee Neal asked for clarification of the bylaws that were they mention "Board", it refers to the WEDP board, and when Willowbrook Village Board is meant, it will specifically note "Village Board". Director Pabst indicated that was correct.

Mayor Trilla reassured the Trustees that every year the WEDP will have to come to the Village Board for funding.

Attorney Durkin asked Trustee Neal if that was sufficient clarification with regards to Section 7.0 of the agreement. Trustee Neal said yes it does. This is so new to us; the planning and the budget are in effect the same document. Administrator Halloran commented that the budget tells the plan.

Director Pabst the comments that we are hearing tonight will be incorporated in a modified agreement between the Village and the WEDP clarifying the strategic plan item.

Trustee Neal asked for clarification of the item "promote and recruit to maintain a diverse local economy" under Next Steps on the Agenda History. What would the legal explanation of the word "recruit" be?

Mayor Trilla answered the effort is to try and bring businesses to Willowbrook. Director Pabst added that the term indicates calling, attending trade shows, providing land use plans, promoting opportunities within the town, and so forth. Mayor Trilla added, instead of recruiting people, we are recruiting businesses or industries.

Attorney Durkin indicated his office will work with the WEDP attorneys on Section 7.0 to amend it to a more acceptable language.

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to adopt Resolution 22-R-58 as presented.

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

MOTION DECLARED CARRIED

11. RESOLUTION NO. 22-R-59 - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A FOUR (4) YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FOP LABOR COUNCIL (ADOPT)

Chief Schaller stated that the Village of Willowbrook and the Illinois FOP Labor Council have concluded contract negotiations and have reached a tentative four (4) year collective bargaining agreement, effective May 1, 2022, and terminating April 30, 2026, providing for wages and other benefits to members of the Union, subject to the approval by the Village and Union membership.

A copy of the collective bargaining agreement between the Village of Willowbrook and the Illinois FOP Labor Council is attached hereto as Exhibit "A."

Should there be a consensus on the proposed collective bargaining agreement, the Mayor and the Village Clerk would be authorized and directed to execute and attest, respectively, to said collective bargaining agreement on behalf of the Village of Willowbrook. The tentative agreement has been approved and executed by the appropriate representatives of the Illinois FOP Labor Council.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 22-R-59 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal thanked Director Krol for his time and efforts in explaining the permitting process and PUDs (Planned Unit Developments).

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

13. ATTORNEY'S REPORT

Attorney Durkin had no report.

14. CLERK'S REPORT

Clerk Hahn informed the Board about the upcoming consolidated election on April 4, 2023. There are three (3) Trustees up for reelection. All the signatures collected must be registered voters. The turn in date begins at 8:30 a.m. on December 12, 2022. If you want your name to appear first on the ballot, you must be the first one to turn in your packet. If there is more than one person arriving at the same time, there will be a lottery. The last day to turn in your packet is December 19, 2022, at 5:00 p.m.

Mayor Trilla questioned how many signatures are needed. Clerk Hahn answered ninety (90), but you should get more than ninety.

Trustee Neal interjected, cautioning to be careful about going over as sometimes they will pull overages as being excessive.

There is a standard number of signatures due based on a formula calculated on the votes cast in the last election. Mayor Trilla asked if she could provide the formula, which she did. Starting with the total votes casts, which was 646, take 5% of that, round it off and add 50.

15. ADMINISTRATOR'S REPORT

Administrator Halloran asked Director Kleefisch to report on the recent park's events. Director Kleefisch thanked Administrator Halloran and shared that Pumpkin Flotilla was highly successful. We had sixteen families sign up, it was a nice evening, but the wind and rain cut it short a little bit. A lot of people enjoyed it and we got good feedback on our Facebook page.

This Saturday we had our first Mug Run with thirty-eight participants and we received great feedback from it. A good way to start building momentum with our special events.

Mayor Trilla stated that I attended the Pumpkin Flotilla and it was a momentous event. Director Kleefisch was rowing the canoe himself, public works was great, and this is exactly the way I envisioned it.

16. MAYOR'S REPORT

Mayor Trilla had no report.

17. EXECUTIVE SESSION

There was no need for Executive Session this evening.

18. ADJOURNMENT

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

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 24, 2022, AT 5:30 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 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Greg Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Michael Rock, Director of Parks and Recreation Dustin Kleefisch, Deputy Clerk Christine Mardegan, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, and Municipal Services Foreman AJ Passero.

Present via conference call, due to the COVID-19 pandemic: Trustee Umberto Davi

Absent: none

A QUORUM WAS DECLARED

3. MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE DAVI TO ATTEND REMOTELY.

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to allow Trustee Davi to attend remotely.

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

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Mardegan to lead everyone in saying the pledge of allegiance.

5. VISITOR'S BUSINESS

None present and no written comments were received.

6. DISCUSSION - GARFIELD AVE SIDEWALK AND CROSSWALK PROJECT UPDATE

Administrator Halloran introduced the topic and indicated that tonight and update and answer the Board's questions as the project now has some additional complications.

- On June 10, 2019, the Board of Trustees approved an Intergovernmental Agreement (IGA) with the Village of Burr Ridge for the construction of a sidewalk along Garfield Avenue.
- At the April 11, 2022, Board of Trustees meeting, the Village Board approved the dissolution of the IGA with Burr Ridge and authorized Village staff to finish the construction of the sidewalk, which lowered the costs from \$55,000 to \$20,000.
- The Public Works department worked with local contractors and completed the sidewalk project by May/June of 2022.
- Since July 2022, the Village of Burr Ridge notified staff of their plans to complete their portion of the project, which would include a crosswalk within the Village of Willowbrook. From July to now, Village of Willowbrook staff has been working with their counterparts in Burr Ridge to review the crosswalk proposals.
- In the last six weeks, Village of Willowbrook staff has asked several traffic engineers for a review of the crosswalk placement at Rogers Farm Road due to safety concerns.
- Burr Ridge offered to install two used Rapid Rectangular Flashing Beacons (RRFB) with the crosswalk. This proposal would come at a cost to the Village of Willowbrook of \$7,500
- All three of the Village's engineers providing information were against the use of the RRFBs.
- Village of Willowbrook's response to the RRFB:
 - RRFB's are not the recommended treatment unless the 85th percentile speed on Garfield is 40 mph.
 - The Federal Highway Administration (FHWA) have not yet issued full approval of the use of RRFB's, and staff believes the research of their effectiveness continues
 - The FHWA requires that each state keep a record of all RRFB's installed within the state. IDOT is the keeper of the record all RRFB's installed in Illinois
- The recommendations of the Village's engineers are as follows:

- Two W11-2 pedestrian signs, each with W16-7P slanted down arrow plaques
- Based on IDOT's Policy TRA-23 guidelines, the recommended treatment would be the pedestrian crossing signs with push button activated circular yellow flashing lights with timing of a length necessary for a pedestrian to cross. The recommendation is to install one on each side of the crosswalk.

The overall cost of these recommendations is \$10-\$15,000. While Willowbrook staff is pleased with the current progress of discussions between the two communities, a final agreement has not been made.

After several practical questions, the Board agreed with the engineers' findings and staff recommendations for types of signage for the crosswalk and directed staff to continue discussions with Burr Ridge to complete the project.

7. PRESENTATION - VILLAGE NEWSLETTER DISCUSSION

Assistant to the Village Administrator Arteaga presented the idea of creating a biannual Village newsletter. With feedback from residents, staff has explored the idea of initiating a village-wide newsletter, in an effort to improve communication and engagement with the community.

Previously, from 2011 to 2020, the Village had published tri-annual newsletters and fun guides with summer, fall, and winter/spring editions.

Staff has been working with Element Consulting Network to create layout designs and obtain pricing quotes. The idea is to print 3,500 newsletters, based on a current mailing of 1,200 utility bills, and to ensure every household in the Village received a copy, and copies available at the various Village buildings.

Proposed content for the first edition to be published in November 2022 includes, Mayor's message, winter Village events, water billing rate structure and billing frequency changes overview, staffing updates, and Village projects end of year updates.

Administrator Halloran added that part of the purpose was to meet the residents where there are rather than have the residents meet us where we're at. Additional ideas for content might include FYI information for Village processes such as permitting, tips for home maintenance, and other general topics.

Mr. Arteaga continued, indicating that staff has been relying on the consultant to get the project off the ground with the idea that within the first 3 or 4 editions, the project would move to in-house handling. A sample of a front page was provided.

Estimated costs for the mid-November edition include:

- Printing of 3,500 newsletters: \$2,371.53
- Postage of 3,500 newsletters: \$1,500
- Element Consulting Network fees for Coordination of Newsletter Printing & Design: \$2,500
- Grand total: \$6,371.53. Staff plans to use contingency funds to cover the costs for 2022-2023 fiscal year.

The Mayor opened the discussion with the idea that he feels the Village has a poor record when it comes to communication with the residents. He liked the idea and that it can be produced for a reasonable cost, eventually lowering the costs with an in-house production.

The consensus of the Board was that the newsletter is a great initiative, expressed hope to expand on the Village's methods of communication, and offered additional information they would like to see communicated in this manner.

8. ADMINISTRATOR'S REPORT

Village Administrator Halloran updated the Board on the progress of the CRC (Community Resource Center) remodeling:

- Theater signage in place
- Interior signage in place
- Painting finished
- Almost all windows installed
- Parking lot is done

He indicated that we've been fortunate to have been subject to minimal supply chain issues, and we still hope to open the CRC by the end of the year.

Chief Schaller updated the Board on the following items:

- Regarding an email received from the Illinois Law Enforcement Training and Standards Board (ILETSB) regarding a roster review of mandatory training completion: Completing the training of 27 officers is a labor-intensive task and difficult to cover the various requirements for all officers throughout the year. Deputy Kaspar received an email that we are one of the few departments in the state with a 100% compliance rate. Kudos to Deputy Chief Kaspar for this accomplishment. The Mayor and Board concurred and offered their congratulations as well

- Deputy Chief Kadolph is the in-house CALEA (Commission on Accreditation For Law Enforcement Agencies) coordinator who recently completed the remote on-site assessments. Deputy Chief Kadolph received correspondence from Bruce Robertson of CALEA, the assessor for the remote on-site assessment. In his message, Mr. Robertson sang the praises of Deputy Kadolph's attention to detail, extreme professionalism and indicated he was a pleasure to work with. Everything expected was completed and ready.

Chief Schaller indicated that we are well on our way to accreditation. The Mayor and Board applauded Kadolph for his excellent work.

- Chief Schaller also provided an update on the work of the TAC Unit who are working collaboratively with other DuPage County law enforcement agencies on "saturation nights". On these nights, they go out in groups on the same radio channel. These nights are extremely beneficial to our citizens in stopping crime.

The Chief outlined three recent incidents experienced by the unit in which they were able to work effectively as a deterrent, gather additional intelligence on suspects and suspected crimes, and work cooperatively with other jurisdictions to further their investigations.

Chief Schaller repeated his praise of the TAC unit and the work they do. He also expressed his appreciation to the Board in allowing the department to equip themselves with the necessary tools for the job.

ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:02 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 OF THE JOINT MEETING OF THE MAYOR AND BOARD OF TRUSTEES AND PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, OCTOBER 25, 2022, AT 5:30 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 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Gayle Neal, and Greg Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga and Director of Community Development Michael Krol.

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

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

Present via conference call, due to the COVID-19 pandemic: Trustee Umberto Davi.

Absent: Trustee Michael Mistele and Commissioner Cathy Kaczmarek

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to allow Trustee Davi to attend the meeting remotely.

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

MOTION DECLARED CARRIED

A QUORUM WAS DECLARED

3. VISITOR'S BUSINESS

None present and no written comments were received.

4. DISCUSSION - Zoning Code Update

Village Administrator Halloran introduced the topic and provided a recap of the progress to date as of this the fifth joint meeting. This meeting is to review the actual language to be used in the new zoning code. This is a review of the final four chapters of eleven total as well as a review of the changes made to Fences based on the prior meeting.

The last chapter that will be presented to the Board is the Definitions. Staff is asking the Board and Commissioners for feedback and direction from the Trustees and Commissioners. He indicated there would be a final joint meeting in mid-November with a public hearing with the Plan Commission in early December and final Board approval on December 12th (*Note: December Board meeting December 12, 2022.*) He then turned the floor over to Ms. Jackie Wells from Houseal Lavigne.

Ms. Wells indicated that tonight they would be presenting the revisions to the final four chapters, Chapter 7: Subdivision Standards and Procedures, Chapter 8: Planned Unit Development Procedures, Chapter 9: Zoning Procedures, Chapter 10: Nonconformities, providing an overview of the main changes and structure being proposed.

Ms. Wells opened her presentation with a review of the updates to the Fences section based on feedback from the last meeting. She began with clarification of the definitions previously provided for front setback, rear setback, interior side setback, and side setback adjoining street, with a drawing. She also provided photographic examples to more clearly illustrate fence "opacity" of 100%, 80% and 50%.

Houseal Lavigne also provided input regarding the issue raised in the previous meeting of fence heights allowed in the surrounding communities.

■ Darien:

- Front yard: all fences prohibited
- Corner side yard (exterior side): 6 feet, provided fence does not extend beyond front yard line
- Interior side and rear yards: 6 feet
- In a yard abutting Route 83, Cass Avenue, Plainfield Road and 75th Street: 8 feet, provided fence does not extend beyond front yard line

■ Burr Ridge:

- Front yard: all fences prohibited

- Corner side yard (exterior side): 5 feet, provided fence does not extend beyond the rear wall of the principal building
- Interior side and rear yards: 5 feet, provided fence does not extend beyond the rear wall of the principal building
- All fences may be up to 50% opaque

■ Hinsdale:

- Front and corner side (exterior) yard: 4 feet if 50% opaque, 2 feet if 100% opaque, except for fences in yards adjacent to nonresidential uses or adjacent to the Illinois Tri-State Toll Road, Route 83, 55th Street, or Ogden Avenue which may be up to 8 feet
- Interior side and rear yards: 6 feet, except for fences in yards adjacent to nonresidential uses or adjacent to the Illinois Tri-State Toll Road, Route 83, 55th Street, or Ogden Avenue which may be up to 8 feet

■ Westmont:

- Between the building line and the street: 3 feet
- Not between the building line and the street: 6 feet

Ms. Wells then reviewed the proposals for Willowbrook's code:

Current Regulations

- Front Yard:
 - *3 ft max*
 - *80% max opacity*
- Exterior Side Yard
 - *3 ft max*
 - *80% max opacity*
- Interior Side Yard
 - *5 ft max*
 - *100% max opacity*
- Rear Yard
 - *5 ft max*
 - *100% max opacity*
 -

Proposed Regulations

- Front Yard:
 - *4 ft max*
 - *50% max opacity*
- Exterior Side Yard - at property line

- 4 ft max
- 50% max opacity
- Exterior Side Yard - 7 ft from property line
 - 6 ft max
 - 100% max opacity
- Interior Side Yard
 - 6 ft max
 - 100% max opacity
- Rear Yard
 - 6 ft max
 - 100% max opacity

The Trustees and Commissioners discussed the various proposed options, seeking clarification on yard locations of fencing and the opacity factors. Concern was expressed over visibility at corners, based on the restrictions for the exterior side yard locations.

Ms. Wells recapped the consensus of the group:

- For front yards - a 4-foot maximum, with up to a 50% opacity factor, add a 7-foot setback restriction and no chain link fencing allowed
- For exterior side yard with a 7-foot setback - a 6-foot maximum with up to a 100% opacity
- For exterior side yards with the fencing located at the property line
 - a 4-foot maximum, with 50% opacity

Chapter 7: Subdivision Standards and Procedures

5. Establishment of Subdivision Procedures into Major and Minor Subdivision process.

6. Minor Subdivision Process - easier process

- Minor Subdivision: Any subdivision that meets any of the following conditions exist:
 - Subdivisions creating fewer than five (5) or fewer lots and the entire property to be subdivided is ten (10) acres or less,
 - Subdivision solely for the creation of public right of way or other public tracts,
 - Consolidation of two (2) or more lots into fewer lots on an approved final plat,
 - Lot line or boundary adjustments to an approved final plat, or
 - Correction of errors or omissions on an approved final plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.

Procedures outline:

Table 9-7-06 Minor Subdivision Procedures Outline				
Step	Village Administrator	Plan Commission	Village Board	
<i>Minor Subdivision Plat</i>				
1 Pre-Application Conference	A			
2 Minor Subdivision Plat Submittal	A			
3 Village Administrator Report	R			
4 Revised Minor Subdivision Plat Submittal	A			
5 Plan Commission Hearing and Recommendation		R*		
6 Village Board Action				D
<i>Key:</i>				
A = Administrative Body				
R = Recommending Body				
D = Decision Making Body				
* = Public Hearing Required				

7. **Major Subdivision Process:** Any subdivision that does not meet minor subdivision criteria

Procedures outline:

Table 9-7-05 Major Subdivision Procedures Outline				
Step	Village Administrator	Committee of the Whole	Plan Commission	Village Board
<i>Sketch Plan</i>				
1 Pre-Application Conference	A			
2 Sketch Plan Submittal	A			
3 Sketch Plan Review	A			
4 Sketch Plan Recommendation		R		
<i>Preliminary Plat</i>				
1 Pre-Application Conference	A			
2 Preliminary Plat Submittal	A			
3 Village Administrator Report	A			
4 Revised Preliminary Plat Submittal	A			
5 Committee of the Whole Recommendation		R		
6 Plan Commission Hearing and Recommendation			R*	
7 Village Board Hearing and Action				D*
<i>Final Plat</i>				
1 Final Plat Submittal	A			
2 Village Administrator Report	A			
3 Committee of the Whole Recommendation		R		
4 Village Board Action				D
5 Post Approval Actions	A			
6 Final Plat Recordation	A			
<i>Key:</i>				
A = Administrative Body				
R = Recommending Body				
D = Decision Making Body				
* = Public Hearing Required				

Mayor Trilla questioned the use of bringing the project before the Committee of the Whole. He felt it was more appropriate for the Plan Commission to review before presenting to the full Board of Trustees. Ms.

Wells, with input from various Commissioners and Trustees, indicated the usefulness of the process in getting preliminary answers. Mayor Trilla understood but felt it might be a useful for a commercial project, but a bit much for a residential project. Ms. Wells clarified that this process only applies to major subdivision projects rather than the development of a single lot. Mayor Trilla reiterated that he prefers a more streamlined process.

The consensus of the group is to continue to use the current process whereby the Village Administrator or designee, in conjunction with the Mayor and a representative of the Building and Zoning (*now Community Development*), reviews the initial application and recommends it proceed to the Plan Commission if it is deemed a worthwhile and/or feasible project.

Trustee Neal brought up the point that with the new TIF district, there may be some new, larger developments, that may need to go before the Plan Commission or Committee of the Whole, during the Sketch Plan step of the project, during the preliminary presentation to the Village.

Mayor Trilla made the suggestion that perhaps a member of the Plan Commission could be involved in the earlier sketch plan steps with the Village Administrator, Mayor and Community Development. The consensus was to remove the step for Committee of the Whole Recommendations in each step of the procedure, but rather use the process above as information.

Commissioner Kopp had additional questions on the content of Chapter 7. Subdivision Standards and Procedures:

Sidewalks: Requiring sidewalks has always been a very big issue. In a subdivision, not as much of an issue. As you are developing, you are creating sidewalks, as well as curbs and gutters, for the entire area. An issue arises with a new construction on a vacant lot; if there are no existing sidewalks in the area, should the builder be required to install one at his property.

One option would be to charge the builder, if not installing a sidewalk during construction, the cost of the sidewalk, the amount of which is placed in reserve for the day when sidewalks, curbs and gutters may be a more practical consideration.

The discussion continued with the Mayor, Commissioners and Trustees offering the pros and cons of various scenarios. Ms. Wells indicated that one common practice was to require sidewalks but offer the ability to petition to pay a fee in lieu of installation.

A consensus was reached that the Village policy should be to promote sidewalks, and if it's possible to put one in, do it. If sidewalk installation is not practical in a particular area, charge the developer a fee for future installation.

Lot Sizes and Shapes: In the proposed code, item Chapter 7, Section 9-7-03 Design and Layout Standards, Item B.4.a.ii refers to a lot depth to width ratio of three to one (3:1) as a maximum norm. Ms. Wells indicated that this was not a common requirement in zoning codes, but rather was part of the existing code that was carried forward in the update.

The Mayor asked what standard was set for the minimum lot width. Ms. Wells indicated it varied by district and could be looked up. The R-1 district was used as an example with a minimum width of 90 feet, which would require a maximum depth of 270 feet.

Chapter 8: Planned Development (PD, also identified as PUD) Standards and Procedures

For the proposed update, the consultant had several questions that would affect the General Provisions section of the code:

2. General Provisions

- Should any development be required to go through the Planned Development (PD) process?
 - Many communities require all development over a certain size (10,000 sq ft-40 acres) to go through the PD process.
 - Many communities require all development with more than 1 principal building per lot to go through the PD process.
 - Many communities require all development within certain areas (TIF districts, Downtowns) to go through the PD process.

Ms. Wells asked for the Trustees and Commissioners thoughts on the above. Based on current ordinances, no project is required to go through the PD process. The Commissioners felt any project over a 2-acre size who does not meet the current ordinance should go through the PD process. If less than two acres, should request a waiver rather than use the PD process. The group's consensus was that anyone can go through the PD process if their project is too big.

- Should any development be prohibited from going through the PD process?

- Many communities do not allow development with only single-family detached homes to go through the PD process.

Here again the Commissioners felt that any project under 2-acres is prohibited from going through the PD process.

3. Planned Development Relation to Base District Standards

The proposed changes in this area of the code are:

- Base district designations are the starting point
- Modifications to base district standards may be approved - referred to as site development allowances
- All requests for site development allowances must be identified and:
 - compatible with surrounding development;
 - necessary for proper development of the site; and
 - aligned with a minimum of one of the modification standards

4. Proposed Modification Standards

- Landscape Conservation and Visual Enhancement
- Sustainable Design
- Public Gathering Space
- Placemaking
- Affordability
- Universal Design
- High Quality Building Materials

The consultant wanted to know if these standards are appropriate for Willowbrook. These standards should be very locally specific, as they provide a negotiating tool when receiving Planned Development requests.

The question was raised on how these standards are quantified. The response was rather than specific restrictions, when a developer is requesting a variation, these standards could be adapted and used as a negotiating point. Definitions of these standards are defined at different points within Chapter 8. The Board and Commissioners asked that the affordability standard be removed.

6. Procedures

- Pre-Application and Sketch Plan Stage
 - Village Administrator and other appropriate Village officials
- Preliminary Plan and Plat Stage

- Plan Commission Public Hearing and Recommendation
- Village Board Decision
- Final Plan of Development and Plat Stage
 - Plan Commission Recommendation
 - Village Board Decisions

The Board and Commissioners were satisfied with the basic Procedures.

Procedures if changes in the Recorded Final Plan of Development and Final Plat are needed:

- Major Changes: Reviewed and decided upon like new PD
 - A greater than five (5) percent increase in density, gross floor area or building height.
 - A greater than five (5) percent decrease in the number of parking spaces, landscaped area, or open space.
 - Changes in the location of points of ingress or egress.
 - A greater than twenty (20) foot change in the location of principal buildings, roadways or parking areas.
 - Changes in the types of permitted land use.
 - Changes in the approved development schedule.
 - Increases in the approved deviations.
- Minor Changes: Reviewed and decided upon by Village Administrator (can be referred to Plan Commission and/or Village Board for approval as appropriate)
 - Any change that does not qualify as a major change

A suggestion was made that changes in height not be allowed after the recorded final plan of development and final plat are approved. Ms. Wells clarified that any of these changes would require the developer to go through the PD process again. The objection to changes in height would be if the given height has been approved, the Commission or Board would not entertain any additional variances to height; that any change to height must go back to the full PD procedure.

The consensus was to change the first point as follows:

- A greater than five (5) percent increase in density, gross floor area or any increase in building height.

Chapter 9: Zoning Procedures

No major changes, but some changes to the administrative review and approval procedures and reorganizing the chapter to make it more user friendly.

2. Administrative Review and Approval Procedures

These are items that can be reviewed and approved by the Village Administrator and/or his designee, without Board approval:

- Site Plan Review - those not needing variances
- Zoning Compliance Permit
- Administrative Exception
 - A maximum ten (10) percent reduction of the interior side and/or rear yard setback standard for a new principal or accessory building/structure, or an addition to an existing principal or accessory building/structure in any district,
 - A maximum ten (10) percent increase of the height standard for a new principal or accessory building/structure in any district,

The above "height" point will be removed based on feedback from the Commissioners and the Trustees.

- A waiver of the requirement for additional parking when the intensity of a use of any building, structure, or premises increases or when the use of an existing building, structure, or premises changes.
- A waiver of the requirement for cross access (*between parking lots, a driveway between them*).
- The approval of additional parking spaces beyond the maximum parking restriction.

Trustee Neal asked for clarifications in the agenda handout to Chapter 9, Section C Zoning Compliance Permit. Commissioner Wagner also wanted a clarification of the "zoning compliance permit application" process. Ms. Wells read the purpose of that section and provided clarification.

- Sign Permit - must have an approved permit before installation
- Fence Permit - must have an approved permit before installation
- Temporary Use Permit - example, a pop-up shop
- Special Event Permit - park events, block parties, carnivals, events where additional parking or signage required

4. Variation

5. Special Use Permit

6. Text / Map Amendment

- Proposed Approval Process

- a. Presentation to the Committee of the Whole
- b. Plan Commission Hearing and Recommendation
- c. Village Board Action

Based on the group's consensus, presentation to the Committee of the Whole to be removed.

- Variation applicability proposed to be eliminated
- An applicant may apply for a variation to any standard/requirement
- No restriction on level/amount of variation
- New review criteria proposed to ensure variation is necessary due to a physical hardship and will not be detrimental to the community

The Mayor expressed concern, based on previous issues, that the number of or types of variations being requested should be limited. Commissioner Kopp indicated that reclassifying a project as a Planned Unit Development can eliminate the number of variations needed. Suggestion was made to lower the standard for a commercial PUD to 1-acre from 2-acres to reduce the number of variations required. Another suggestion was to change it to properties at a minimum of 10,000 square feet excluding residential properties. This maintains the 2-acre requirement for residential projects. The group reached consensus on the standards for variations as a PD for residential applies only for 2+ acres, and for commercial, 10,000 square feet or more.

7. Comprehensive Sign Plan

- Alternative procedure for the approval of signs
- Review criteria
 - Placement
 - Quantity
 - Size
- Reviewed and decided upon by Village Board

The Commissioners and Trustees felt the approval should go before the Plan Commission for review and recommendation, as well as a public hearing, then the Village Board for final approval.

Chapter 10: Nonconformities

No major changes proposed - text revised for consistency and compliance with state law.

1. Purpose
2. Authority to Continue Nonconforming Buildings, Structures, and Uses
3. Repairs and Alterations
4. Additions and Enlargements
5. Moving
6. Restoration of Damaged Nonconforming Buildings or Structures
7. Discontinuance of Use of Nonconforming Buildings or Structures
8. Elimination of Nonconforming Buildings, Structures, and Uses
9. Nonconforming Use of Conforming Buildings or Structures
10. Nonconforming Use of Land

A Commissioner expressed a concern with renovations to existing properties, for example, after a disaster such as fire or tornado, and the changes made to requirements, such as setback, since the original property was built. His concern was whether the rebuilding of the property would need to meet the new restrictions or could previous restrictions be used. The consensus was that the property would be grandfathered into previous zoning codes.

Ms. Wells indicated that one of the proposed changes was in Section 9-10-09: Elimination of Nonconforming Buildings, Structures, and Uses, the use of the amortization provisions to permit non-conforming structures to remain based on specific criteria. This helps move the Village toward an eventual elimination of non-compliant structures. After some discussion, Ms. Wells also noted that in the event of hardship, e.g., natural disaster, a variation or, better, special-use permit or rebuild letter, an administrative process, could be requested that negated the amortization provisions and allowed the structure to remain non-conforming, whether commercial or residential.

As Ms. Wells concluded her presentation, she asked for final questions. The question was raised whether the establishment of a Plan Commission or Zoning Board of Appeals was determined by this ordinance, and whether both would be required. Ms. Wells was unsure whether these types of committees were required by state law or whether it needed to be included in the ordinance but indicated she would look into the issue. She also noted that in many communities the Zoning Board of Appeals and the Plan Commission were one in the same.

Administrator Halloran and Trustee Neal indicated that the Plan Commission was established in another section of the Village Code of Ordinances.

Ms. Wells explained that the next steps would be to incorporate all of the comments received from the Commissioners and Trustees into the

document, insert all tables and diagrams into the text, and complete the definitions. At the next meeting, Houseal Lavigne would provide the complete text of the ordinance and the presentation would cover the final chapter, Definitions. Also covered at the next meeting will be a review of all of the items covered in the various meetings and how the information was incorporated into the ordinance.

After that meeting, any final additions and revisions will be made, and the final draft will be brought to the Plan Commission for a Public Hearing, then to the Village Board for final approval, hopefully before the end of the year.

The Mayor reminded the group that this undertaking is necessary and important. The code has not been reviewed for 60 years; it's not easy and it's not fun. He thanked the participants for their efforts.

8. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Joint Meeting at the hour of 7:26 p.m.

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

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

November 14, 2022

GENERAL CORPORATE FUND	-----	\$430,924.43
WATER FUND	-----	\$147,372.23
CAPITAL PROJECT FUND	-----	\$897,703.40
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$5,240.88
 TOTAL WARRANTS	-----	 \$1,481,240.94

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/04/2022		APCH	99373	WLBK ECONOMIC DEV. PARTNERSHIP	CONTINGENCIES	490-799	10	170,000.00
11/14/2022		APCH	287 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	162.01
					OFFICE SUPPLIES	455-301	10	196.40
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	137.00
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	104.79
					OPERATING EQUIPMENT	630-401	30	748.97
					OPERATING EQUIPMENT	630-401	30	669.46
					OFFICE SUPPLIES	710-301	35	21.95
					CHECK APCHK 287(E) TOTAL FOR FUND 01:			2,040.58
11/14/2022		APCH	99374#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,470.89
					INTERNET/WEBSITE HOSTING	460-225	10	103.56
					INTERNET/WEBSITE HOSTING	640-225	30	2,579.12
					INTERNET/WEBSITE HOSTING	715-225	35	103.86
					INTERNET/WEBSITE HOSTING	715-225	35	103.56
					INTERNET/WEBSITE HOSTING	715-225	35	103.56
					INTERNET/WEBSITE HOSTING	715-225	35	103.56
					CHECK APCHK 99374 TOTAL FOR FUND 01:			4,568.11
11/14/2022		APCH	99375	ALPINE BANQUETS	ACTIVE ADULT PROGRAM	590-517	20	3,590.00
11/14/2022		APCH	99376	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	69.99
11/14/2022		APCH	99377	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	383.32
11/14/2022		APCH	99378	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	256.17
11/14/2022		APCH	99379	BANNERVILLE USA INC	SPECIAL EVENTS	585-523	20	390.00
11/14/2022		APCH	99380	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,419.00
11/14/2022		APCH	99381	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,325.00
11/14/2022		APCH	99382	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20	1,407.00
					ACTIVE ADULT PROGRAM	590-517	20	4,016.00
					CHECK APCHK 99382 TOTAL FOR FUND 01:			5,423.00
11/14/2022		APCH	99383	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20	1,028.00
11/14/2022		APCH	99384	BS & A SOFTWARE	INTERNET/WEBSITE HOSTING	460-225	10	13,875.00
11/14/2022		APCH	99385	BURR RIDGE PARK DISTRICT	ADA RECREATION ACCOMMODATIONS	590-520	20	5,328.75
11/14/2022		APCH	99386	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	466-228	10	590.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					MAINTENANCE - BUILDING	466-228	10	2,950.00
					CHECK APCHK 99386 TOTAL FOR FUND 01:			3,540.00
11/14/2022	APCH	99387	CARRIE NAVINS		ACTIVE ADULT PROGRAM	590-517	20	180.00
11/14/2022	APCH	99388	CASE LOTS, INC		BUILDING MAINTENANCE SUPPLIES	466-351	10	129.90
11/14/2022	APCH	99389	CINTAS CORPORATION NO 2		MAINTENANCE	725-410	35	93.68
					MAINTENANCE	725-410	35	90.33
					CHECK APCHK 99389 TOTAL FOR FUND 01:			184.01
11/14/2022	APCH	99390	CLARKE AQUATIC SERVICES INC		LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,249.00
11/14/2022	APCH	99391	CLEANSWEEP		STREET SWEEPING SERVICES	740-290	35	1,265.74
11/14/2022	APCH	99392	COMED		ENERGY - STREET LIGHTS	745-207	35	300.43
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	221.32
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	125.40
					CHECK APCHK 99392 TOTAL FOR FUND 01:			647.15
11/14/2022	APCH	99394	DELUXE		CONTINGENCIES	490-799	10	1,185.36
11/14/2022	APCH	99395	DUPAGE COUNTY RECORDER		FEES/DUES/SUBSCRIPTIONS	455-307	10	261.00
11/14/2022	APCH	99398	EVT TECH		MAINTENANCE - VEHICLES	630-409	30	160.00
11/14/2022	APCH	99399	FALCO'S LANDSCAPING INC		MAINTENANCE	725-410	35	3,650.00
					MAINTENANCE	725-410	35	4,500.00
					STREET IMPROVEMENTS	765-685	35	3,800.00
					CHECK APCHK 99399 TOTAL FOR FUND 01:			11,950.00
11/14/2022	APCH	99400	FIRSTNET		PHONE - TELEPHONES	630-201	30	1,604.26
11/14/2022	APCH	99401	FLOCK SAFETY		FEES/DUES/SUBSCRIPTIONS	630-307	30	1,600.00
					FEES/DUES/SUBSCRIPTIONS	630-307	30	1,250.00
					CHECK APCHK 99401 TOTAL FOR FUND 01:			2,850.00
11/14/2022	APCH	99402	FOX TOWN PLUMBING INC		MAINTENANCE - EQUIPMENT	570-411	20	280.00
11/14/2022	APCH	99403	FRONTLINE PUBLIC SAFETY SOLUTION		FEES/DUES/SUBSCRIPTIONS	630-307	30	1,680.00
11/14/2022	APCH	99404	GBJ SALES, LLC		OPERATING SUPPLIES & EQUIPMENT	710-401	35	330.00
					STREET IMPROVEMENTS	765-685	35	658.00
					CHECK APCHK 99404 TOTAL FOR FUND 01:			988.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/14/2022		APCH	99405*	GRAINGER	OPERATING SUPPLIES & EQUIPMENT	710-401	35	415.99
11/14/2022		APCH	99406	GREAT LIFE TOURS LLC	ACTIVE ADULT PROGRAM	590-517	20	1,786.00
11/14/2022		APCH	99407	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
11/14/2022		APCH	99410	INDUSTRIAL ELECTRICAL SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	858.33
11/14/2022		APCH	99411	IRMA	INSURANCE - IRMA	480-272	10	1,051.80
					INSURANCE - IRMA	480-272	10	125.00
					CHECK APCHK 99411 TOTAL FOR FUND 01:			1,176.80
11/14/2022		APCH	99412	JAMES MARTINO	FUEL/MILEAGE/WASH	630-303	30	99.68
11/14/2022		APCH	99414	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
11/14/2022		APCH	99415*	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	630-315	30	150.00
					COPY SERVICE	810-315	40	150.00
					CHECK APCHK 99415 TOTAL FOR FUND 01:			600.00
11/14/2022		APCH	99416	LA FASTENERS INC	MAINTENANCE	725-410	35	78.75
11/14/2022		APCH	99417	LAURIE SCHMITZ	COMMODITIES	670-331	30	64.78
11/14/2022		APCH	99418	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	2,365.00
					FEES - VILLAGE ATTORNEY	470-239	10	21,478.66
					FEES - SPECIAL ATTORNEY	470-241	10	198.00
					FEES - LABOR COUNSEL	470-242	10	666.60
					FEES - LABOR COUNSEL	470-242	10	616.00
					FEES - LABOR COUNSEL	470-242	10	4,184.40
					FEES - LABOR COUNSEL	470-242	10	1,366.75
					CHECK APCHK 99418 TOTAL FOR FUND 01:			30,875.41
11/14/2022		APCH	99419	LORI RINELLA	UNIFORMS	630-345	30	158.12
11/14/2022		APCH	99423	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	182.00
11/14/2022		APCH	99425	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	2,445.00
11/14/2022		APCH	99426	NADEAU'S ICE SCULPTURES, INC.	COMMUNITY EVENTS	585-522	20	2,284.50
11/14/2022		APCH	99427	NATIONAL ASSOC OF FIRE INVESTIGA	FEES/DUES/SUBSCRIPTIONS	630-307	30	55.00
11/14/2022		APCH	99428	NIEL GIBBONS	ACTIVE ADULT PROGRAM	590-517	20	900.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/14/2022		APCH	99429	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	7,400.00
					TREE MAINTENANCE	750-338	35	5,100.00
					TREE MAINTENANCE	750-338	35	6,500.00
					CHECK APCHK 99429 TOTAL FOR FUND 01:			19,000.00
11/14/2022		APCH	99430	NOTARY PUBLIC ASSOCIATION	FEES/DUES/SUBSCRIPTIONS	455-307	10	59.00
11/14/2022		APCH	99431	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	62.50
11/14/2022		APCH	99432	ORBIS SOLUTIONS	INTERNET/WEBSITE HOSTING	460-225	10	6,679.67
					CONSULTING SERVICES - IT	460-306	10	465.00
					CHECK APCHK 99432 TOTAL FOR FUND 01:			7,144.67
11/14/2022		APCH	99433	OTC BRANDS, INC.	SPECIAL EVENTS	585-523	20	147.97
11/14/2022		APCH	99434	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	18.00
11/14/2022		APCH	99435	PIOTR OPACIAN	UNIFORMS	630-345	30	194.93
11/14/2022		APCH	99436	QUADIENT, INC.	POSTAGE & METER RENT	455-311	10	154.85
11/14/2022		APCH	99437*#	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	186.25
					MAINTENANCE	725-410	35	519.65
					STREET IMPROVEMENTS	765-685	35	477.00
					CHECK APCHK 99437 TOTAL FOR FUND 01:			1,182.90
11/14/2022		APCH	99438	RAY O'HERRON CO., INC.	AMMUNITION	630-346	30	5,440.00
					OPERATING EQUIPMENT	630-401	30	560.00
					OPERATING EQUIPMENT	630-401	30	743.49
					OPERATING EQUIPMENT	630-401	30	803.23
					OPERATING EQUIPMENT	630-401	30	15.00
					CHECK APCHK 99438 TOTAL FOR FUND 01:			7,561.72
11/14/2022		APCH	99440	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	747.99
					CONSULTING FEES - CLERICAL	471-253	10	885.37
					CONSULTING FEES - CLERICAL	471-253	10	824.92
					CHECK APCHK 99440 TOTAL FOR FUND 01:			2,458.28
11/14/2022		APCH	99441	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	233.78
11/14/2022		APCH	99442#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	67.16

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					PHONE - TELEPHONES	630-201	30	67.16
					CHECK APCHK 99442 TOTAL FOR FUND 01:			134.32
11/14/2022	APCH	99443	Sellas Construction inc		BTCO21-001 - PB19-062	210-109	00	15,000.00
11/14/2022	APCH	99444	Sellas Construction		BROW19-005 - PB19-062	210-109	00	2,000.00
11/14/2022	APCH	99445	SEMMER LANDSCAPE		ROUTE 83 BEAUTIFICATION	755-281	35	20,108.43
11/14/2022	APCH	99446	STONE WHEEL, INC.		MAINTENANCE	725-410	35	10.20
					MAINTENANCE	725-410	35	14.33
					MAINTENANCE	725-410	35	12.00
					MAINTENANCE	725-410	35	147.23
					MAINTENANCE	725-410	35	14.00
					MAINTENANCE	725-410	35	166.83
					MAINTENANCE	725-410	35	15.32
					CHECK APCHK 99446 TOTAL FOR FUND 01:			379.91
11/14/2022	APCH	99447*#	TAMELING GRADING		LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,520.00
					STREET IMPROVEMENTS	765-685	35	3,197.00
					CHECK APCHK 99447 TOTAL FOR FUND 01:			4,717.00
11/14/2022	APCH	99448*#	TAMELING INDUSTRIES		STREET IMPROVEMENTS	765-685	35	159.86
					STREET IMPROVEMENTS	765-685	35	35.10
					CHECK APCHK 99448 TOTAL FOR FUND 01:			194.96
11/14/2022	APCH	99449	THE BLUE LINE		FEES/DUES/SUBSCRIPTIONS	630-307	30	348.00
11/14/2022	APCH	99450	THOMAS J BRESCIA		FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
11/14/2022	APCH	99451	THOMSON REUTERS - WEST		FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
11/14/2022	APCH	99452	UNDERGROUND PIPE SOLUTIONS		STREET IMPROVEMENTS	765-685	35	2,200.00
					STREET IMPROVEMENTS	765-685	35	2,200.00
					STREET IMPROVEMENTS	765-685	35	2,200.00
					CHECK APCHK 99452 TOTAL FOR FUND 01:			6,600.00
11/14/2022	APCH	99453*#	USABLUEBOOK		UNIFORMS	710-345	35	231.28
11/14/2022	APCH	99454	VERRA MOBILITY		RED LIGHT - CAMERA FEES	630-247	30	22,475.00
					RED LIGHT - CAMERA FEES	630-247	30	22,475.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					RED LIGHT - MISC FEE	630-249	30	2,797.50
					RED LIGHT - MISC FEE	630-249	30	2,190.00
					CHECK APCHK 99454 TOTAL FOR FUND 01:			49,937.50
11/14/2022	APCH	99455#	WAREHOUSE DIRECT		OFFICE SUPPLIES	410-301	05	84.61
					OFFICE SUPPLIES	455-301	10	82.47
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	142.92
					UNIFORMS	630-345	30	58.37
					CHECK APCHK 99455 TOTAL FOR FUND 01:			368.37
11/14/2022	APCH	99456	WEST CENTRAL MUNICIPAL CONF.		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	330.00
11/14/2022	APCH	99457	WESTERN FIRST AID & SAFETY		MAINTENANCE	725-410	35	84.11
					MAINTENANCE	725-410	35	68.03
					MAINTENANCE	725-410	35	70.41
					MAINTENANCE	725-410	35	92.29
					CHECK APCHK 99457 TOTAL FOR FUND 01:			314.84
11/14/2022	APCH	99458	WEX HEALTH, INC		FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
11/14/2022	APCH	99459	WILD GOOSE CHASE INC		LANDSCAPE MAINTENANCE SERVICES	565-342	20	960.00
11/14/2022	APCH	99460*#	WILLOWBROOK FORD INC.		MAINTENANCE - VEHICLES	630-409	30	482.36
11/14/2022	APCH	99461#	WLBK BURR RIDGE CHAMBER OF COM		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	90.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	60.00
					CHAMBER DIRECTORY	435-319	53	3,000.00
					CHECK APCHK 99461 TOTAL FOR FUND 01:			3,150.00
11/14/2022	APCH	99462	ZHANG, EMMA		STREET & ROW MAINTENANCE	750-328	35	82.25
					STREET & ROW MAINTENANCE	750-328	35	400.00
					CHECK APCHK 99462 TOTAL FOR FUND 01:			482.25
					Total for fund 01 GENERAL FUND			430,924.43

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
11/14/2022		APCH	288(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	126,252.14
11/14/2022		APCH	99393	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	2,320.66
					VEHICLE MAINTENANCE	401-350	50	40.00
					CHECK APCHK 99393 TOTAL FOR FUND 02:			2,360.66
11/14/2022		APCH	99405*#	GRAINGER	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	1,328.82
11/14/2022		APCH	99408	HBK WATER METER SERVICE	METER REPLACEMENT	435-462	50	475.49
11/14/2022		APCH	99409	HUNTER ASPHALT PAVING INC	STREET IMPROVEMENTS SERVICES	430-281	50	9,784.15
11/14/2022		APCH	99422	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
11/14/2022		APCH	99424	MRO SYSTEMS LLC	OPERATING EQUIPMENT	430-401	50	482.84
11/14/2022		APCH	99447*#	TAMELING GRADING	STREET IMPROVEMENTS SERVICES	430-281	50	712.00
11/14/2022		APCH	99448*#	TAMELING INDUSTRIES	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	82.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	178.20
					CHECK APCHK 99448 TOTAL FOR FUND 02:			260.20
11/14/2022		APCH	99453*#	USABLUEBOOK	UNIFORMS	401-315	50	959.17
11/14/2022		APCH	99460*#	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	4,618.76
					Total for fund 02 WATER FUND			147,372.23

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
10/26/2022		APCH	99372	ULINE	COMMUNITY CENTER CONSTRUCTION	600-326	55	24,535.72
11/14/2022		APCH	99397	ENGINEERING SOLUTIONS TEAM	COMMUNITY CENTER CONSTRUCTION	600-326	55	12,290.00
11/14/2022		APCH	99420	LYONS ELECTRIC COMPANY, INC.	BORSE PARK LIGHTING PROJECT	600-327	55	381,659.49
11/14/2022		APCH	99421	M & J ASPHALT PAVING COMPANY INC	RESURFACING RESURFACING	600-313 600-313	55 55	210,535.13 212,382.19
					CHECK APCHK 99421 TOTAL FOR FUND 10:			422,917.32
11/14/2022		APCH	99437*#	RAGS ELECTRIC, INC	BORSE PARK LIGHTING PROJECT	600-327	55	707.87
11/14/2022		APCH	99439	RIEKE OFFICE INTERIORS	COMMUNITY CENTER CONSTRUCTION	600-326	55	1,870.00
11/14/2022		APCH	99460*#	WILLOWBROOK FORD INC.	POLICE VEHICLES	600-317	55	53,723.00
					Total for fund 10 CAPITAL PROJECT FUND			897,703.40

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
11/14/2022		APCH	99396	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	1,909.00
11/14/2022		APCH	99413	KANE, MCKENNA & ASSOCIATES, INC.	LEGAL FEES	401-242	15	3,331.88
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			5,240.88
					TOTAL - ALL FUNDS			1,481,240.94

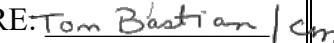
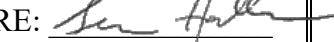
'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR
TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY
THE VILLAGE OF WILLOWBROOK

AGENDA NO. 8.f.**AGENDA DATE:**
11/14/22**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

As new equipment is purchased and existing municipal equipment is replaced, the Village of Willowbrook deems items worthy of inclusion on a surplus ordinance as needed.

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

Staff has several Village-owned vehicles deemed surplus and ready for auction. The vehicle information for vehicles that will be put to auction is listed below:

Make and Model	Miles	VIN
International 7400 DT466	32,403	1HWDAAR64J091277
International 7400 DT466	28,297	3HTWDAAR47N471672

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the items shown above and listed as Exhibit A in the ordinance.

ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND
AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK**

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 those items of surplus personal property currently owned by the Village and detailed on Exhibit "A", attached hereto and made a part hereof; 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 personal property.

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 personal property described on Exhibit "A", attached hereto 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 sale, disposal or trade-in.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the personal 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 sale or trade-in of said personal property as part of the purchase price of a new or used personal property.

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

SECTION FOUR: 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 November, 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"

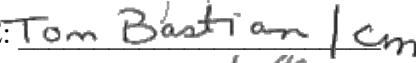
SURPLUS PERSONAL PROPERTY

Make and Model	Miles	VIN
International 7400 DT466	32,403	1HWDAAR64J091277
International 7400 DT466	28,297	3HTWDAAR47N471672

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH ADMINISTRATIVE CONSULTING SPECIALISTS, LLC	AGENDA NO. 9 AGENDA DATE: 11/14/22
--	---

STAFF REVIEW: Sean Halloran, Village AdministratorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: 

ITEM HISTORY & RECOMMENDATION

Since 2019, the Village has had an agreement with Administrative Consulting Specialists (ACS) for grant writing services within the Police department. In the last three years, ACS has applied for and been awarded the following grants:

1. COPS Justice Grant	\$375,000.00
2. Illinois Department of Transportation (STEP)	\$ 44,544.00
3. Safe Routes to Schools Grant	\$ 79,012.00
4. TEP Grant	\$ 2,200.00
5. Technology Grant	\$ 10,000.00
6. ComEd Powering Safe Communities	\$ 10,000.00
7. FEMA PA covid-19 Grant	\$ 74,897.81
TOTAL:	\$595,654.00

As of September 2022, Village staff within the Village Administrator's Office evaluated grant writing capacity to maximize the access to outside grant funding resources and is strongly recommending using ACS for all Village-wide grants. Rather than seek competitive bidding, based on the previous awards and success from ACS, Village staff is confident in ACS' ability to perform grant writing services for all Village grants. ACS' grant writing experience includes law enforcement, transportation, community development, parks and recreation, open space, planning, and emergency services.

ACS Contract Proposal

ACS' proposal will cost the Village \$25,000 annually. Given that the agreement can be used by all departments, staff is recommending a three-year contract with ACS. Since August, staff has been working on or applying for the following grants with ACS:

- Building Resilient Infrastructure and Communities – FEMA - \$2.8 million
 - This is for Executive Drive. The Village has not been awarded this amount but has cleared the first of many hurdles required for this grant.
- Water Quality Improvement Grant – DuPage County - \$100,000
 - This grant would be for the stormwater issues within Borse Park. Staff has not finalized their submission and the project will be reviewed by the Board during the first Budget workshop in January.

While staff continues to monitor the next five years of projects within the Capital Improvement Program, it's imperative that the Village maintain its success in grants that will offset General Fund expenditures.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH ADMINISTRATIVE CONSULTING SPECIALISTS, LLC**

WHEREAS, the Village of Willowbrook (the “Village”) has a continuing need for grant consulting services to provide research, proposal development, submission and administration of potential funding opportunities in the form of Federal, State, Local, Private and Foundational grants for the Village; and

WHEREAS, Administrative Consulting Specialists, LLC (“ACS”) is experienced in providing consulting services to Villages, and desires to act as a consultant to the Village to provide such consulting services; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, ACS is uniquely qualified to provide such consulting services to the Village; and

WHEREAS, the corporate authorities of the Village find and determine that it is in the best interest of the Village to enter into a Consulting Agreement with ACS.

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

SECTION 1. That the foregoing recitals are incorporated by reference as though fully set forth herein.

SECTION 2. That the Consulting Agreement by and between the Village and ACS, attached hereto and made a part hereof as Exhibit “A”, is hereby approved and the Mayor is authorized to execute and Village Clerk is authorized to attest to the Consulting Agreement in substantially the form attached hereto, with such changes thereto as shall be approved by the Village Attorney.

SECTION 3. That the officials, officers, employees and agents of the Village are hereby authorized and directed to take such actions and execute such documents as are necessary to carry out the purpose and intent of the Consulting Agreement and this Resolution.

SECTION 4. That this Resolution shall be in full force and effect upon and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 14th day of November, 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”

**CONSULTING AGREEMENT WITH
ADMINISTRATIVE CONSULTING SPECIALISTS, LLC**

CONSULTING AGREEMENT

AGREEMENT made this _____ day of November, 2022, by and between the VILLAGE OF WILLOWBROOK, ILLINOIS (the “Village”) and GRANT WRITING CONSULTANTS, LLC D/B/A ADMINISTRATIVE CONSULTING SPECIALISTS, LLC (“ACS”) for grant consulting services (the “Agreement”).

WHEREAS, the Village has a continuing need for grant consulting services to provide research, proposal development, submission and administration of potential funding opportunities in the form of Federal, State, Local, Private and Foundational grants for the Village; and

WHEREAS, ACS has previously provided such consulting services to Villages and desires to provide consultant services to the Village; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience, ACS is uniquely qualified to provide such consulting services to the Village.

NOW THEREFORE, in consideration of their mutual promises set forth herein, the Village and ACS, hereby agree as follows:

1. Consulting Services.

- (A) The Village hereby retains ACS to perform consulting services by a consultant having at least ten (10) years grant writing experience, previous municipal, law enforcement and administrative experience, in person or by email/telephone 24/7, as may from time to time be necessary and proper, as may from time to time be reasonably requested by the Village. ACS will explore all Federal, State and Private Funding opportunities, along with working with all Village departments to establish itself as a viable candidate for future grant opportunities. The consulting services shall include, but not be limited to, research, proposal development, submission and administration of potential funding opportunities in the form of Federal, State, Local, Private and Foundational grants for the Village and ACS shall attend meetings and provide the Village with monthly/quarterly/annual reports, budget and narrative reporting for each grant, attend progress meetings and required conferences throughout the year for each grant, request reimbursement and maintain a spreadsheet for each grant, submit paperwork for state and federal audit reports, obtain signatures for specific reports, package and mail reports by their proper dates, and maintain any other miscellaneous requirements for current or future grants (collectively, the “Consulting Services”).
- (B) All grants and administrative work prepared by ACS shall be property of the Village and shall remain with the Village after the contract is terminated. There shall be no overage charge associated with this Agreement. Therefore, there is no cap on the number of grants or administrative project we prepare for your village. *ARPA guidance, monitoring and reporting will be provided (as needed, and upon request from client).
- (C) ACS shall perform the Consulting Services for a twelve (12) month period commencing December 1, 2022 through November 30, 2023, inclusive, unless earlier terminated, as herein provided. ACS shall devote its knowledge and skill to the best interests of the

Village in the performance thereof. ACS's performance may be monitored and reviewed by Village Staff on a monthly basis. The Village Administrator or his designee shall oversee the Consulting Services performed by ACS under this Agreement.

(D) This Agreement may be terminated with thirty (30) days' notice by the Village of Willowbrook to ACS. If this Agreement is cancelled by the client, then the Village of Willowbrook shall be entitled to a pro rata refund of the annual service fee based on the length of the annual period that remains after the effective date of the cancellation. In the event that there is a breach of this agreement, or payment is not made timely and collection actions are necessary, ACS will be entitled to recover all costs of litigation, including attorneys' fees and court costs.

2. **Payment for Consulting Services.** For all the Consulting Services to be rendered by ACS hereunder, the Village will pay ACS, on a monthly basis, twelve (12) payments of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33). Payments shall be made on the first day of each month, commencing on December 1, 2022.

3. **Independent Contractor.** ACS will act as an independent contractor in the performance of its duties under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between it and the Village. ACS shall have no authority, executive or otherwise, to bind the Village, or to determine the affairs of the Village, and shall not participate as an employee in any plan or program maintained by the Village for the benefit of its employees. Accordingly, ACS shall be responsible for payment of all taxes including Federal, State and local taxes arising out of ACS's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees, as required.

4. **Consultant's Certification.**

(A) ACS hereby certifies, represents and warrants to the Village, as a condition of any Agreement with the Village, that it is:

- i. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- ii. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- iii. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

(B) In addition, ACS hereby represents and warrants to the Village as a condition of any Agreement with the Village that ACS will, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), provide drug-free workplace by:

- i. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in ACS'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 this Agreement, the employee will:
 - a. abide by the terms of the statement;
 - 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.

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

1. the dangers of drug abuse in the workplace;
2. ACS'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.

iii. 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.

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

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

vi. 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.

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

(C) During the performance of this Agreement, ACS agrees as follows:

- i. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- ii. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- iii. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- iv. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of ACS's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with ACS in its efforts to comply with such Act and Rules and Regulations, ACS will promptly so notify the Illinois Department of Human Rights and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- v. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vi. It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vii. It 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 are maintained. As used in this section, the term "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.

- (D) ACS has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
- (E) No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of ACS.
- (F) No officer or employee of the Village 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 ACS in violation of the Village Code of the Village of Willowbrook.
- (G) ACS has not given to any officer or employee of the Village 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 in violation of the Village Code of the Village of Willowbrook.

5. Assignment. In view of the personal nature of the services to be performed by the ACS under this Agreement, ACS shall not have the right to assign or transfer any of the rights or benefits hereunder, nor shall it be subject to voluntary or involuntary alienation.

6. Confidential Information. Any information received by ACS during any furtherance of ACS's obligations in accordance with this Agreement, which concerns the personnel, financial or other affairs of the Village will be treated by ACS in full confidence and will not be revealed to any other persons, firms or organizations. ACS will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Village, including, but not limited to, financial records, contracts, or any other information concerning the business of the Village, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important.

7. Work Made for Hire. All work product created or developed hereunder, including but not limited to, specifications, reports and any other documents prepared by ACS in connection with any or all of the Consulting Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by ACS relating in any manner to the Consulting Services performed by ACS or by anyone else and used by ACS in performance of the Consulting Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

ACS hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Consulting Services, including but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. ACS grants permission to the Village to register the copyright and other rights in the Consulting Services in the Village's name. ACS shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. ACS further grants to the Village full, complete and exclusive ownership of the Consulting Services. ACS shall not use the Consulting Services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Consulting Services or other termination of this Agreement ACS shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. ACS irrevocably and unconditionally waives all rights in all such Consulting Services products. ACS warrants that all work product of ACS will be original, except as otherwise agreed in writing with the Village.

In the event that the Village provides ACS with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village, and ACS shall immediately deliver all such materials, equipment and property to the Village at the conclusion of services hereunder or at any earlier time upon demand by the Village.

8. **Books and records.** All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the Village's business, shall be the exclusive property of the Village and shall be turned over to the Village at the time of ACS's employment terminates. ACS hereby acknowledges that it has turned over all such documents that ACS knows of at this time and hereby agrees to return any that it should discover after this date.

9. **Injunctive Relief.** ACS hereby acknowledges that the foregoing matters are important, material, and confidential to the Village, and affect the effective administration and conduct of the business of the Village, and that any violation of the terms of either Paragraphs 6 or 7 is a material violation, for which the Village shall be entitled to injunctive relief.

10. **Execution.** This Agreement shall become effective upon its execution by ACS and approval and adoption by the Village Board of Trustees.

11. **Enforcement of Agreement.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs of litigation.

12. **Amendment.** This Agreement can only be amended by the written agreement of the parties.

13. **Severability.** If any provision of this Agreement is found to be invalid, all of the remaining provisions of this Agreement will nonetheless remain in full force and effect.

14. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter hereof.

15. **Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

16. **No Third Party Beneficiary.** All advice (written or oral) given by ACS to the Village in connection with the Consulting Services is intended solely for the benefit and use of the Village.

17. **Conflict of Interest.** ACS is not currently aware of any relationship that would create a conflict of interest with the Village or those parties-in-interest of which the Village has made ACS aware. As of the date hereof, ACS has not represented any such persons or entities known to it to have any such a relationship in connection with the Consulting Services to be performed. ACS will not during the term of this Agreement represent the interests of any such persons or entities or people (known to ACS to have any such a relationship) in connection the Consulting Services to be performed.

18. **Termination of Agreement.** This Agreement is subject to the Local Government Prompt Payment Act (50 ILCS 505) and may be terminated by either party upon thirty (30) days' written notice sent by certified mail, return receipt requested, to the other party. In such event, ACS shall be paid for any and all services rendered to the date of termination, including all reimbursements due. In the event that there is a breach of this Agreement, either party will be entitled to recover reasonable attorneys' fees and court costs in the event a party prevails in the litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

ADMINISTRATIVE CONSULTING
SPECIALISTS, LLC

VILLAGE OF WILLOWBROOK

By: _____
Todd M. Kupsak, its Managing
Member and duly authorized
agent

By: _____
Frank A. Trilla, Mayor

Attest:

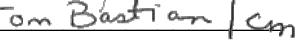
Deborah A. Hahn, Clerk

VILLAGE OF WILLOWBROOK

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE
2022 PROPERTY TAX LEVY

AGENDA NO. 10**AGENDA DATE: 11/14/2022****STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **BACKGROUND/DISCUSSION**

One component of the Parks and Recreation Department budget process is how the Special Recreation Tax Levy funds certain ADA eligible department expenditures. Since FY 2006, the Board levied the tax as an alternative to funding expenditures out of regular General Fund sources. The following items are funded through the levy:

1. Willowbrook's membership in the Gateway Special Recreation Association and direct staff costs;
2. Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides; and
3. Improvement to Village parks and playgrounds in providing better accessibility

Currently, the tax impact for a homeowner with a market value of \$300,000 is approximately \$13.69. The attached summary for FY 2023-24 shows Special Recreation projects being considered, prepared with input from the Director of Parks & Recreation. Staff projects that as of April 30, 2022, the Village has \$81,325 in accumulated special recreation tax funds to offset the FY 2023-24 costs.

All ADA Park Improvement costs are not yet known. However, staff estimates that the park improvements will be at least \$15,000, which has been included in the levy.

Per 35 ILCS 200/18-60, the Village is required, not less than 20 days prior to the adoption of its aggregate levy, to determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. The attached resolution provides the estimation of the levy. The ordinance to adopt the tax levy will be presented at the December 19, 2022 Village Board meeting to comply with the 20-day requirement.

The 2022 proposed tax levy is \$72,986. At this amount, the tax impact for a \$300,000 home would be approximately \$13.69. This is a 6% decrease from the prior year's requested levy and includes amounts planned for ADA accessibility at Village parks. All tax collected is restricted to be used on special recreation activities.

ACTION PROPOSED: Adopt the Resolution

2022 Special Recreation Tax Levy (To be Collected FY 23-24)

	<u>FY 23-24 Levy</u>	<u>Prior Levy</u>
A. Gateway SRA Membership (Account 01-20-590-518)	\$39,311	\$39,311
B. Staff Costs (Account 01-20-550-101) Attendance of Gateway SRA board meetings, preparation of SRA levy, communicating with residents on special recreation issues, Village oversight of SRA programs and projects, etc.	\$0	\$6,750
C. ADA Accommodations (Account 01-20-590-520)		
1. Projections based on previous years to provide assistance for 1:1 aides	\$0	
2. Special Recreation Fishing Day at Willow Pond <i>(Not run in 2019, 2020, 2021, or 2022)</i>	\$0	
3. Contingency for ADA assistance for participants in Parks & Recreation Department Activities <i>(Not needed in 2022, not anticipated in 2023)</i>	\$0	
	Subtotal ADA Accommodations	\$0
	\$6,500	
D. ADA Park Maintenance (Account 01-20-590-519)		
1. Contribution to ADA accessible modifications throughout Village facilities	\$15,000	
	Subtotal ADA Park Maintenance	\$15,000
	\$4,880	
E. ADA Park Improvements (Account 01-20-590-521)		
1. Contribution towards ADA accessible playground modifications: Village parks	\$100,000	
	Subtotal ADA Park Improvements	\$100,000
	\$70,000	
Total Expenditures	\$154,311	\$127,441
ESTIMATED RESERVES:	\$81,325	\$50,000
Total SRA Tax Levy – 2022	\$72,986	
Total SRA Tax Levy – 2021	\$77,441	
\$ Increase (Decrease)	-\$4,455	
% Increase (Decrease)	-6%	

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING
THE PROPERTY TAXES TO BE LEVIED FOR
THE 2022 PROPERTY TAX LEVY**

WHEREAS, Section 18-60 of the Truth-in-Taxation Act of the State of Illinois, 35 ILCS 200/18-60 *et. seq.*, requires the corporate authorities, not less than twenty (20) days prior to adoption of its aggregate levy, to determine the amounts of money estimated to be necessary to be raised by taxes from year to year, exclusive of cost of conducting an election as required by the Election Code and debt service levies.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the corporate authorities hereby declare that the 2022 net tax levy for the Village of Willowbrook, exclusive of the cost of conducting an election and debt service levies, has been estimated to be Seventy-Two Thousand Nine Hundred Eighty-Six and no/100ths Dollars (\$72,986.00).

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

AYES: _____

NAYS: _____

ABSENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

2022 Special Recreation Tax Levy (To be Collected FY 23-24)

	<u>FY 23-24 Levy</u>	<u>Prior Levy</u>
A. Gateway SRA Membership (Account 01-20-590-518)	\$39,311	\$39,311
B. Staff Costs (Account 01-20-550-101) Attendance of Gateway SRA board meetings, preparation of SRA levy, communicating with residents on special recreation issues, Village oversight of SRA programs and projects, etc.	\$0	\$6,750
C. ADA Accommodations (Account 01-20-590-520)		
1. Projections based on previous years to provide assistance for 1:1 aides	\$0	
2. Special Recreation Fishing Day at Willow Pond <i>(Not run in 2019, 2020, 2021, or 2022)</i>	\$0	
3. Contingency for ADA assistance for participants in Parks & Recreation Department Activities <i>(Not needed in 2022, not anticipated in 2023)</i>	\$0	
Subtotal ADA Accommodations	\$0	\$6,500
D. ADA Park Maintenance (Account 01-20-590-519)		
1. Contribution to ADA accessible modifications throughout Village facilities	\$15,000	
Subtotal ADA Park Maintenance	\$15,000	\$4,880
E. ADA Park Improvements (Account 01-20-590-521)		
1. Contribution towards ADA accessible playground modifications: Village parks	\$100,000	
Subtotal ADA Park Improvements	\$100,000	\$70,000
Total Expenditures	\$154,311	\$127,441
ESTIMATED RESERVES:	\$81,325	\$50,000
Total SRA Tax Levy – 2022	\$72,986	
Total SRA Tax Levy – 2021		\$77,441
\$ Increase (Decrease)	-\$4,455	
% Increase (Decrease)	-6%	

VILLAGE OF WILLOWBROOK

AGENDA ITEM - HISTORY/COMMENTARY

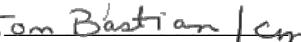
ITEM TITLES:

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2022/2023 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK

AGENDA NO. 11
AGENDA DATE: 11/14/2022

STAFF REVIEW: Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 

BACKGROUND/DISCUSSION

Since 2010, the Village has contracted for snow and ice removal services for Village owned parking lots and sidewalks at municipal facilities. This includes the Municipal Campus and Public Works. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services. On October 3, Village staff released RFP #007 for Snow Removal Services. Bids for this RFP were due by October 24th. Staff received one bid from NJ Ryan Tree and Landscape LLC. The Snow Removal Services RFP was sent to 15 vendors in total, with NJ Ryan being the only vendor to submit a bid

The scope of work for this contract includes snow plowing and salting for Village roadways, Village owned facilities, parking lots, and sidewalks. The contract contains an hourly basis for snow and ice removal services and will require the contractor to be on site after two inches of snow has fallen.

As previously mentioned, NJ Ryan was the only bidder for this RFP. NJ Ryan has been the Village's Snow Removal Services Vendor since 2018. Since that time, staff has been pleased with the snow removal services provided by NJ Ryan in past winter seasons and are confident that they will continue to provide the Village with high quality snow removal services for the 22/23, 23/24, and 24/25 winter seasons.

Due to this RFP, NJ Ryan's hourly rate decreased by \$30/hour on an annual basis. Over the three years of the contract, their hourly pricing does not return to their current rate.

Below is the pricing table for 22/23, 23/24, and 24/25 winter seasons as provided by NJ Ryan:

	Existing Rate	2022/2023 Rate	2023/2024 Rate	2024/2025 Rate
Hourly Rate Per Pick-up Truck	\$125/hour	\$95/hour	\$105/hour	\$115/hour
Hourly Rate Per Dump Truck	\$125/hour	\$95/hour	\$105/hour	\$115/hour
Hourly Rate Per Skid Steer	\$125/hour	\$95/hour	\$105/hour	\$115/hour
Hourly Rate Per Laborer	\$125/hour	\$95/hour	\$105/hour	\$115/hour

STAFF RECOMMENDATION

Staff recommends adopting the resolution to approve the execution of a contract with NJ Ryan for Snow Removal Services for the 2022/2023, 2023/2024, and 2024/2025 winter weather seasons.

ACTION PROPOSED: Adopt the Resolution.

Contractor: NJ Ryan Tree & Landscape Service LLC					
	2022-2023 Rate		2023-2024 Rate		2024-2025 Rate
Hourly Rate Per Pick-Up Truck	\$ 95.00		\$ 105.00	\$	115.00
Hourly Rate Per Dump Truck	\$ 95.00	\$	105.00	\$	115.00
Hourly Rate Per Skid Steer	\$ 95.00	\$	105.00	\$	115.00
Hourly Rate Per Laborer	\$ 75.00	\$	75.00	\$	85.00

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE
CLERK TO EXECUTE AN AGREEMENT WITH N.J. RYAN TREE &
LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE
CONTROL) FOR THE 2022/2023 WINTER SEASON IN THE VILLAGE OF
WILLOWBROOK**

WHEREAS, the Village has, from time to time, contracted with contractors to assist the Village Public Works Department with snow removal and street salting services (ice control) on an as-needed basis; and

WHEREAS, the Village sought requests for proposals for snow removal and street salting services (ice control) for the 2022/2023 winter season; and

WHEREAS, upon review of the only proposal received by the Village, the Village has determined that it is in the best interest of the Village to enter into an agreement with N.J. Ryan Tree & Landscape, LLC for snow removal and street salting services (ice control) for the 2022/2023 winter season at the cost and utilizing the equipment all as set forth in N.J. Ryan Tree and Landscape, LLC's proposal dated October 24, 2022, attached hereto and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute an Agreement with N.J. Ryan Tree & Landscape, LLC, for snow removal and street salting services (ice control) for the 2022/2023 winter season, on a time and material basis, and utilizing the equipment all as set forth upon the cost and terms set forth in the attached Agreement and Response to Proposal, attached hereto as Exhibit "A" and made a part hereof, which Agreement is hereby approved.

PASSED and APPROVED this 14th day of November, 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”

**2022/2023 Agreement for Snow Removal and Ice Control Services Between N.J. Ryan Tree
and Landscape, LLC and the Village of Willowbrook and Response to Proposal**

**AGREEMENT FOR SNOW REMOVAL AND VILLAGE CAMPUS SALTING
SERVICES BETWEEN N.J. RYAN TREE & LANDSCAPE, LLC AND
THE VILLAGE OF WILLOWBROOK**

This Agreement, dated this ____ day of November, 2022, by and between N.J. Ryan Tree & Landscape, LLC (the “CONTRACTOR”), and the VILLAGE OF WILLOWBROOK (the “VILLAGE”) and in consideration of the mutual covenants contained herein, agree as follows:

RECITALS

WHEREAS, the VILLAGE may require assistance from an outside contractor for snow removal and VILLAGE campus salting services for the 2022/2023 winter season for the VILLAGE roads and streets as set forth in this Agreement;

WHEREAS, Contractor has submitted a proposal acceptable to the VILLAGE; and

WHEREAS, the VILLAGE desires to contract with CONTRACTOR and CONTRACTOR desires to contract with the VILLAGE for the purpose of providing said snow removal and VILLAGE campus salting services for the 2022/2023 winter season on an as-needed basis.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, it is agreed as follows:

1. DEFINITIONS

“VILLAGE” shall mean the Village of Willowbrook, DuPage County, Illinois.

2. DURATION OF AGREEMENT

CONTRACTOR agrees to furnish and provide all labor and equipment designated necessary to provide snow removal and ice control measures for municipal roads and streets in the VILLAGE commencing on November 15, 2022 and ending April 30, 2023.

3. WINTER ROAD CONTRACTOR CHARGE

The VILLAGE shall pay CONTRACTOR an hourly rate as set forth on Exhibit “A”, attached hereto and made a part hereof, for all work performed and equipment used. The per-hour rate includes the cost of equipment provided by CONTRACTOR and the cost of the equipment used by operator or driver. Labor charges for hand-salting at the VILLAGE campus and hand-shoveling of snow will be billed separately at the “Laborer” rate.

Snow removal, whether by plowing or hand-shoveling, shall be billed separately. Hand-salting operations at the VILLAGE campus, which are done concurrently

with snow plowing, must be separately indicated as such on invoices. Salt shall be provided by VILLAGE.

4. STANDARDS FOR SNOW REMOVAL AND SALTING

- A. CONTRACTOR shall report and be on-site and ready to commence snow removal and salting operations within one (1) hour of notification by the Village Public Works Department. CONTRACTOR shall not undertake any snow removal or salting operations without express direction of the Village Public Works Department.
- B. VILLAGE shall provide CONTRACTOR with a schedule of streets, sidewalks and other areas for snow removal.
- C. Within twenty-four (24) hours after completion of snow plowing, snow removal and/or salting operations, CONTRACTOR shall contact the Village Public Works Department, at a telephone number to be provided by the VILLAGE, to report the equipment employed and the starting time and ending time of the manpower and equipment used in services provided.
- D. Snow plow blades must be capable of removing snow to within approximately one-quarter (1/4) inch of the paved surface. A “bare pavement” policy will not be used.
- E. CONTRACTOR shall provide the Village Public Works Department with a twenty-four (24) hour a day access telephone number to contact CONTRACTOR or its designated supervisor throughout the duration of the Agreement.

5. SALTING

- A. If and when hand-salting at the VILLAGE campus is required, salt shall be supplied by the VILLAGE and shall be applied by CONTRACTOR to the VILLAGE campus areas designated by the Village Public Works Department when authorized by the Village Public Works Department. As salt is so detrimental to the VILLAGE streets and sidewalks and causes road replacement earlier than necessary, all efforts will be made to limit salt use. CONTRACTOR will clear salt mounds in excess of even distribution within four (4) hours after receiving notice that such a condition exists.
- B. Salting operations at the VILLAGE campus, when requested, must commence immediately after the final snow plow pass has been made or as directed by the Village Public Works Department. Salting operations should be applied at a rate and ratio to be determined to by the Village Public Works Department and

may be adjusted by the Village Public Works Department, depending on conditions.

C. Any questions as to the meaning or intent of any of the above provisions should be directed to the Village Public Works Department.

6. INDEMNIFICATION

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the VILLAGE, its officers, officials, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the services to be provided by CONTRACTOR to the VILLAGE, as detailed herein, provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent or willful acts or omissions of CONTRACTOR, or anyone directly or indirectly employed or contracted by CONTRACTOR. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations to indemnify which would otherwise exist as to a party or person described in this paragraph. Sickness or injury to employees of CONTRACTOR that arise out of and in the course of the employee's employment shall be subject to the provisions of the Illinois Workers' Compensation Act and Occupational Diseases Act.

B. In claims against any person or entity indemnified under this paragraph by an employee or agent of CONTRACTOR or subcontractor, or anyone directly or indirectly employed by the CONTRACTOR or subcontractor, the indemnification obligation under this paragraph shall not be limited by a limitation on amount of type of damages, compensation or benefits payable by or for CONTRACTOR under the Workers' Compensation Act, disability benefits acts or other employee benefit acts.

C. CONTRACTOR understands and agrees that any insurance policies required by this Agreement, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officers, officials, agents, volunteers, and employees as herein provided.

7. INSURANCE

CONTRACTOR shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of snow removal services by

CONTRACTOR, its assents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Series Offices Commercial General Liability occurrence from CG 0001 (ED>11/85)
2. Insurance Service Office from CA (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (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.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability:
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$2,000,000 per person per aggregate;
2. Excess Liability Insurance:
\$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$10,000,000 per person aggregate;
3. Automobile Liability:
\$1,000,000 combined single limit per accident for bodily injury and property damage and;
4. Workers' Compensation and Employers' Liability:
Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability Limits of \$500,000 per accident.

C. DEDUCTIBLE AN SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE.

D. OTHER INSURANCE PROVISIONS

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 officers, officials, agents, volunteers, and employees are to be covered as additional insureds as respects: liability arising out of work performed by or on behalf of CONTRACTOR as well as equipment procured, owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limits on the scope of the protection afforded to the VILLAGE, its officers, officials, agents, volunteers, or employees;
 - b. CONTRACTOR'S insurance coverage shall be primary insurance as respects the VILLAGE, its officers, officials, agents, volunteers, and employees. Any insurance or self-insurance maintained by the VILLAGE, its officers, officials, agents, volunteers, or employees shall be in 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 officers, officials, agents, volunteers or employees; and
 - d. Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom a claim or suit is brought, except with respect to the limits or the insurer's liability.
2. Workers' Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the VILLAGE, its officers, officials, agents, volunteers, and employers and 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) days' prior written notice, by certified mail return receipt requested, has been given to the VILLAGE.

8. EMPLOYMENT PRACTICES

A. During the performance of the services contemplated by the Agreement, CONTRACTOR hereby agrees as follows:

1. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap, unrelated to ability, or unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. If CONTRACTOR hires additional employees in order to perform this Agreement or any portion hereof, CONTRACTOR will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be affected equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. CONTRACTOR shall send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of CONTRACTOR'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with and comply with such Act and Rules and Regulations, CONTRACTOR will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. CONTRACTOR shall submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, and furnish all relevant information as may from time to time be requested by the department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rule and Regulations.
6. CONTRACTOR shall not maintain or provide for its employees 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 are maintained. As used in this section, the term "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, location custom, or otherwise.

9. DAMAGE TO PROPERTY

CONTRACTOR shall promptly repair and/or replace, at its sole cost and expense, all private or public property damage caused or resulting from its willful or negligent actions while performing any work under this Agreement. In addition, CONTRACTOR shall be responsible for the full value of replacing mailboxes that are knocked down due to CONTRACTOR's wilful or negligent act (i.e. driving off the road into the mailbox or backing into the mailbox).

Damaged mailboxes shall have immediate, temporary repair to assure mail delivery pending permanent repair.

CONTRACTOR shall repair or replace damaged property within ten (10) days of oral or written notification from the VILLAGE, except damage to turf areas, which repairs are not to start earlier than May 10, 2021 and shall be completed no later than June 1, 2021. Turf damage is to be repaired with topsoil and seed.

In the event CONTRACTOR fails to make any repairs in a timely manner, the VILLAGE shall have the right to have any damage corrected and deduct the cost of same from any payments due and owing CONTRACTOR under the terms of this Agreement.

10. DRUG FREE WORKPLACE

CONTRACTOR shall 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 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 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 work place 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 violation.

A. Making it a requirement to give a copy of the statement required by Subparagraph 11 (A) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

B. Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph 12 (A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

C. 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.

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

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

11. CERTIFICATIONS

A. CONTRACTOR shall submit to the VILLAGE a certification that:

1. 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;
2. CONTRACTOR is not barred from contracting as a result of a violation of either section 33D-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4);
3. CONTRACTOR maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.)
4. CONTRACTOR provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 et seq.); and

12. NONPERFORMANCE

In the event CONTRACTOR breaches any term of this Agreement or fails to perform its obligations under the terms of this Agreement in a timely and good workman-like manner, the VILLAGE reserves the right to receive the services of or replacement contractor and N.J. Ryan Tree & Landscape, LLC shall be liable to the VILLAGE for any and all increased costs for snow removal and salting services in excess of the rates set forth on Exhibit "A", attached hereto and made part hereof.

13. NOTICE

Any notice or statement by any party shall be deemed to be sufficiently given (unless otherwise stated) if delivered in person, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service (e.g. Federal Express) to the notified party at its address as set forth herein:

If to Contractor: N.J. Ryan Tree & Landscape, LLC
17271 IL Route 23
DeKalb, Illinois 60115
Attn: Darin Ryan

These addresses shall remain in effect unless another address is substituted by written notice.

14. SOLE AGREEMENT

This Agreement and Exhibit "A", Contractor's Proposal, attached hereto and made a part hereof, as if fully recited herein, shall constitute the sole agreement of the parties relating to snow removal and hand-salting in the VILLAGE. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties, or promises are set forth specially in this Agreement.

15. SEVERABILITY

This Agreement shall be governed in all respects by the laws of the State of Illinois. If any word, clause, phrase, provision, or portion of this Agreement or the application thereof to any person or circumstances shall be invalid or enforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision, or portion hereof to other persons or circumstances.

16. WAIVER OF BREACH

No term of this Agreement shall be deemed waived, nor shall any breach be deemed excused unless the waiver is in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. ENFORCEMENT

The parties expressly agree that any action brought to enforce the terms of this Agreement or arising out of the parties' relationship shall be brought in the Circuit Court of DuPage County, Illinois, and hereby waive any arguments concerning jurisdiction or forum non-convenience.

18. ASSIGNMENT

This Agreement shall be binding on the parties and their respective successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party.

19. AMENDMENT

This Agreement shall not be amended or modified other than in writing signed by both parties.

20. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

21. EFFECTIVE DATE

For purposes of this Agreement, the effective date shall be the date this Agreement is executed by the VILLAGE.

ACCEPTED:

N.J. RYAN TREE & LANDSCAPE, LLC.

By: _____

Darin Ryan, its President and
duly authorized agent

Date: _____

EXECUTED by CONTRACTOR in
presence of:

Witness: _____

ACCEPTED:

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**N.J. RYAN TREE & LANDSCAPE, LLC.
PROPOSAL**

REQUEST FOR PROPOSAL

FOR SNOW REMOVAL SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: October 3, 2022

Due: October 24, 2022, 11:00 a.m.

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on October 24, 2022, and then at said office publicly opened and read aloud for the following:

RFP NO: 007

RFP ON: SNOW REMOVAL SERVICES

The Village of Willowbrook seeks assistance from a highly qualified firm to provide snow removal services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before October 24, 2022 at 11:00 a.m.** per the requirements stated in the RFP. **No late, faxed, or electronic proposals will be accepted.**

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga aarteaga@willowbrook.il.us no later than October 17, 2022, by 5:00 p.m.

Alex Arteaga

Assistant to the Assistant Village Administrator

Village of Willowbrook

Bid Pricing Table

Village of Willowbrook Roadways – Snow Removal Services

a. Seasonal Hourly Rate's for removal of snow/ice accumulation

	2022/2023 Rate	2023/2024 Rate	2024/2025 Rate
Hourly Rate Per Pick-Up Truck	\$ 95'	\$ 105'	\$ 115'
Hourly Rate Per Dump Truck	\$ 95'	\$ 105'	\$ 115'
Hourly Rate Per Skid Steer	\$ 95'	\$ 105'	\$ 115'
Hourly Rate Per Laborer	\$ 75'	\$ 75'	\$ 85'

Note, there are 42 total miles of Village of Willowbrook roadways that will require snow and ice removal.

In addition to the above pricing table, interested bidders are required to submit a detailed equipment list. This list must include vehicle make's, model's, year of vehicles, type of snow plow attached, length of snow plow attached, and the vehicle's hourly rate. Additionally, please include a list of additional available equipment such as 6-wheelers, front end loaders, snow blowers, etc.



SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #007
BID OPENING DATE: October 24, 2022
TIME: 11:00 A.M. Local Time
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

REQUEST FOR PROPOSAL INFORMATION

Company Name: NJ RYAN TREE + LANDSCAPE LLC

Address: 17271 IL RT 23

City, State, Zip Code: DEKALB IL 60115

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: DARIN RYAN Company Name: NJ RYAN TREE + LANDSCAPE LLC

Typed/Printed Name: DARIN RYAN Date: 10-24-2022

Title: OWNER/ MEMBER Telephone Number: 630-800-8767

E-mail: D.RYANTREE@HOTMAIL.COM Fax Number: 815-756-8744

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O'Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook's attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village's accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 47 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Snow and ice removal services for the Village's 42 miles of streets. Each season, services shall begin November 15th and end after April 30th of the following year.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP, but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin November 2022 and be completed by April 2025.

6. SPECIFICATIONS

See pages 18-21.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
October 3, 2022	Request for Proposals are advertised on the Village website.
October 17, 2022	Last day to submit questions and requests for clarification.
October 24, 2022	<p>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned unopened.</p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by October 11, 2022 before 11:00 A.M. CST, to:</p> <p>Village of Willowbrook 835 Midway Dr, Willowbrook IL 60527 RFP # 007</p> <p>RFP ON: SNOW REMOVAL SERVICES</p>
November 14, 2022	Potential Approval of Firm by Willowbrook Board of Trustees
TBD Based on first seasonal snow	Project Start Date

9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: aarteaga@willowbrook.il.us. Questions are required no later than 5:00 P.M. on October 17, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

- A. **Definition:** The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.
- B. **Examination of Documents:** Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.
- C. **Form of Proposal:** Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. **Execution of Proposal:** Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the

corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.

E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWL OF PROPOSAL

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. EVALUATION PROCESS

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a

meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.

- a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
- b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;
- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
- iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.

- c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.

C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable

Grading Criteria Value
1. Services Provided
2. Qualifications and Experience of Firm
3. References of Firm
4. Proposal Pricing

1. Services Provided

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. Qualifications and Experience of Firm

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

3. References of the Firm

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

4. Proposal Pricing

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. RESERVATION OF RIGHTS

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. CHANGE IN STATUS

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. SUBCONTRACTORS

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

12. JURISDICTION, VENUE, CHOICE OF LAW

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. NON APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work product produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

20. AUDIT/ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

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.

22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Snow and ice removal services for the Village's 42 miles of streets. Each season, services shall begin November 15th and end after April 30th of the following year.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

2. SCOPE OF WORK

The scope of work for this Request for Proposals ("RFP") includes snow and ice removal services for various village roads. Salting is not included in this bid. The Willowbrook snow season is November 15th to April 30th and snow/ice totals are obtained through O'Hare snowfall data. This RFP pertains to the 42 miles of roadways that is encompassed within the Village of Willowbrook.

Project Submittals

At a pre-season meeting, the Contractor shall provide the Village, in writing:

- A list of all employees, their own or sub-contractors, who may be assigned to remove snow/ice for the Village as well as a report that details the number of employees that will be onsite completing snow/ice removal during any given snow event. The list shall include a valid driver's license number for each employee and identify which employees hold a State of Illinois Commercial Driver's License (CDL).
- The contact information (i.e., name, phone number, email address, etc.) of the Contractor's staff person in charge of managing the Contractor's operations for the Village.
- A single, continuously-monitored telephone number at which to contact the Contractor's staff to initiate the Contractor's operations, as well as a back-up phone number.
- Contact information (i.e., name, phone number, email address, etc.) of the Contractor's staff person who will handle property damage claims and other insurance claims relating to the work discussed in this RFP.

3. TECHNIAL SPECIFICATIONS

Pre-Season Meeting

Starting in 2023, By November 1 each year, prior to commencing any operations, the Contractor shall attend a meeting with representatives of the Willowbrook Public Works Department at the Public Works facility at a date and time to be determined by mutual consent. Immediately following the meeting, the Contractor shall participate in a field tour of various areas discussed

in this RFP with Village Public Works Foreman to note existing damage to or defects of property of which the Contractor should be aware. The initial Pre-Season meeting for 2022 can be determined upon contract award.

Existing Conditions

It is the bidder's responsibility to become fully acquainted with the conditions of the work areas discussed in this RFB. Submission of a bid will assume that the bidder has included all labor, equipment, and materials necessary in the bid price to fully complete the work. The Contractor is solely responsible for the safety of its personnel and operations.

Standards of Performance

The Contractor's snow/ice removal operations shall be performed by qualified, competent, efficient, effective personnel in accordance with recognized best practices and industry standards, and in a manner so as to minimize the risk of injury to persons and property. If for any reason the Public Works Foreman or his authorized representative, in her/his sole discretion, determines that any person employed by the Contractor is not performing in accordance with the aforementioned standards, the Contractor shall immediately relieve such employee from her/his duties and substitute another employee.

Authority of the Public Works Foreman

All work discussed in this RFP shall be done under the supervision of the Public Works Foreman or her/his representative to her/his satisfaction. S/he shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation and acceptable fulfillment of the RFP's terms and specifications, compensation and disputes, and mutual rights between the Contractor and Subcontractors, if any. S/he shall determine the amount and quality of work performed and materials furnished, and his decision shall be final. When questions arise, her/his decision shall be required before the Contractor may receive payment due to it.

The Public Works Foreman shall have authority to compel the Contractor to dismiss from the project any person who is abusive, disorderly, or obviously incompetent. The Contractor shall not employ persons so dismissed on the project again. The Public Works Foreman shall also have the authority to suspend work on the project wholly or in part for such period of time as s/he may deem necessary on account of unsuitable conditions or because of the failure of the Contractor to carry out her/his instructions or otherwise meet any requirement discussed in this RFB. Additional compensation will not be paid to the Contractor because of a suspension of work for any of the reasons described in this paragraph.

Plowing Operations

The Village's Public Works Foreman will call in the contractor following 2 inches of snow accumulation. Once the contractor is onsite, the PW Foreman needs to be contacted and told how many operators are on site, the contractor must contact the PW Foreman again prior to leaving the site to inform the PW Foreman when plowing operations have ceased for the day. The contractor will need to provide a minimum of 4 reliable plow vehicles, 1 skid steer with a push box and 1 laborer to shovel all village building walkways. The laborer will be expected to salt the walkways once shoveled with village owned equipment and material.

To initiate the Contractor's operations in all areas, a Village Public Works Department supervisory staff person will contact the Contractor's staff at its continuously-monitored telephone number discussed above. The Contractor shall be responsible for mobilizing its staff and equipment necessary to undertake its operations. For each snow/ice removal event, the Contractor shall designate a supervisory person, who will be in charge of the Contractor's operations. For all areas, the Contractor's designated supervisory person shall report to the Village with a full staff and all necessary equipment fueled and operational, ready to commence its operations, no later than 90 minutes after receipt of the Village's initial call.

During snow/ice removal operations, the designated Village supervisor will communicate with the Contractor's designated supervisory person, who must be continuously available via cell phone. At the conclusion of each snow/ice removal cycle, the Contractor's designated supervisory person shall check in with the designated Village supervisor to ascertain whether the Contractor should begin another cycle. The decision in this matter shall be at the sole discretion of the designated Village supervisor. At the conclusion of snow/ice removal operations, the contractor should contact the PW Foreman to indicate the date and time they arrived in the Village, the time at which operations ended, and the equipment utilized for operations. The duration of operations may, on occasion, exceed twenty-four consecutive hours. The Contractor shall have relief personnel available sufficient to maintain continuous operations as required by the Village.

The Contractor shall respond promptly to callbacks for additional clearing of snow/ice (e.g., for snow/ice blocking fire hydrants, incomplete workmanship, etc.) when deemed necessary by the Village.

Note, it is a requirement for the contractors designated supervisory person to be fluent and literate in the English language.

Snow Removal Procedures

During snow/ice removal plowing operations, it shall be the contractor's responsibility to complete snow/ice removal from edge to edge of the road, down to bare pavement. Salting is not included in this bid. The Contractor shall not push an unusual or inordinate amount of snow into resident driveways or in front of fire hydrants.

Accident Reporting

The Contractor shall report all accidents involving its operators/equipment and Village or private property to the Willowbrook Police Department and the Willowbrook Public Works Department immediately after they occur.

Property Damage

The Contractor shall assume responsibility for all damage to property caused by its equipment. The Contractor shall be responsible for the repair of all such damage. The Contractor shall repair all damage to the satisfaction of the Public Works Foreman by May 1 of each year, unless the Village agrees to a different date. The Contractor shall repair all damage to concrete curbs or infrastructure to the satisfaction of the Public Works Foreman by June 1 of each year, unless the Village agrees to a different date. By November 1 each year, prior to commencing any operations, the Contractor shall inspect all Village areas in which it will perform operations and

provide to the Village a list detailing any existing damage to or defects of property for which the Contractor should not be held responsible.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to aarteaga@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to aarteaga@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

2. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. NEW PARTS AND MATERIALS

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

6. TOXIC SUBSTANCES DISCLOSURES

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: Village of Willowbrook

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: AJ.

Dates of Service/Award Amount: _____

Municipality/Agency: City of Darien

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: Amy 815-748-2040

Dates of Service/Award Amount: _____

Municipality/Agency: Northwestern Hospital

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: AH Par 815-762-5126

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

DISQUALIFICATION OF CERTAIN CONTRACTORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 24 day of October, 2022.

Phyllis Jean Frye

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Darla Ryan, being first duly sworn, deposes and says that
he is owner
(Partner, Officer, Owner, Etc.)

Of NG. Ryan Tree Service.
(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 24 day of October, 2022.

Phyllis Jean Frye
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



TAX COMPLIANCE AFFIDAVIT

Darren Ryen, being first duly sworn, deposes and says that
he is owner
(Partner, Officer, Owner, Etc.)

Of NJ Ryen Tree & Landscaping Co.
(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 24 day of October, 2022.

Phyllis Jean Frye

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

CONFFLICT OF INTEREST

Phyllis Jean Frye, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 24 day of October, 2022.

Phyllis Jean Frye

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



Appendices

- Snow Removal District Map (Appendix A)

NJ Ryan Tree & Landscape LLC

Equipment List

- (2) 2020 S650 Bobcat 74 HP
- (3) 2022 S770 Bobcat 92 HP
- (4) 2021 F450 Salt Truck with plows
- (2) 2022 International Plow Truck with spreaders (6 wheelers)
- (2) John Deere 244K loader
- (2) 20219 Sterling Rolloff Trucks
- (2) 2018 S850 Bobcat 100 HP
- (2) 2021 Bobcat 923 Telly
- (3) 2022 GMC Pickup with plow
- (2) 2021 F350 Flat Bed with plow
- (1) 344 John Deere Loader

All trucks have 9' – 10' plows

Other equipment available for snow plowing and cost of attachments

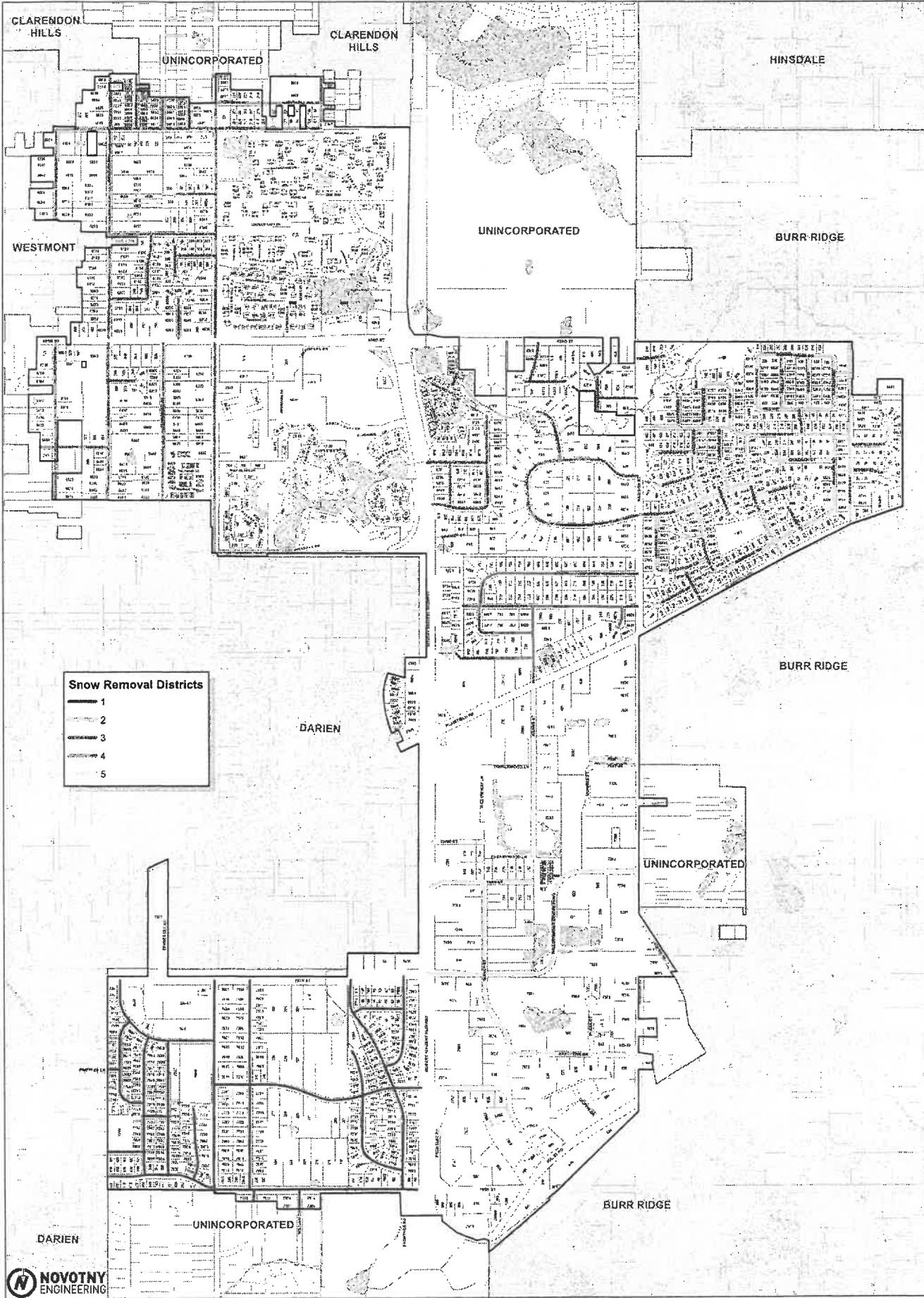
- High flow Snow Blower - \$125 per hour
- Push Plow Angle Blade 9' – 10' - \$50 per hour
- Plow Truck with VBox Salt Spreader 10' Plow - \$135 per hour
- Bobcat with pusher 10' - \$95 per hour
- Laborer - \$75 per hour
- Snow Blowers - \$50 per hour
- Pick up Truck with 9' Snow Plow - \$95 per hour
- John Deer Loaders - \$175 per hour
- Roll off Truck – 6 wheeler - \$95 per hour

VILLAGE OF WILLOWBROOK SNOW REMOVAL DISTRICT MAP



1 INCH = 500 FEET
SCALE BASED ON 1/4 INCH PLOT

Willowbrook

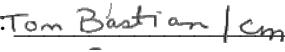
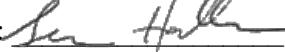


VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION DIRECTING THE VILLAGE ATTORNEY TO FILE A COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF REGARDING 6501 BENTLEY, WILLOWBROOK, ILLINOIS

AGENDA NO. 12**AGENDA DATE:** 11/14/22**STAFF REVIEW:** Michael Krol, Director of Community Development SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

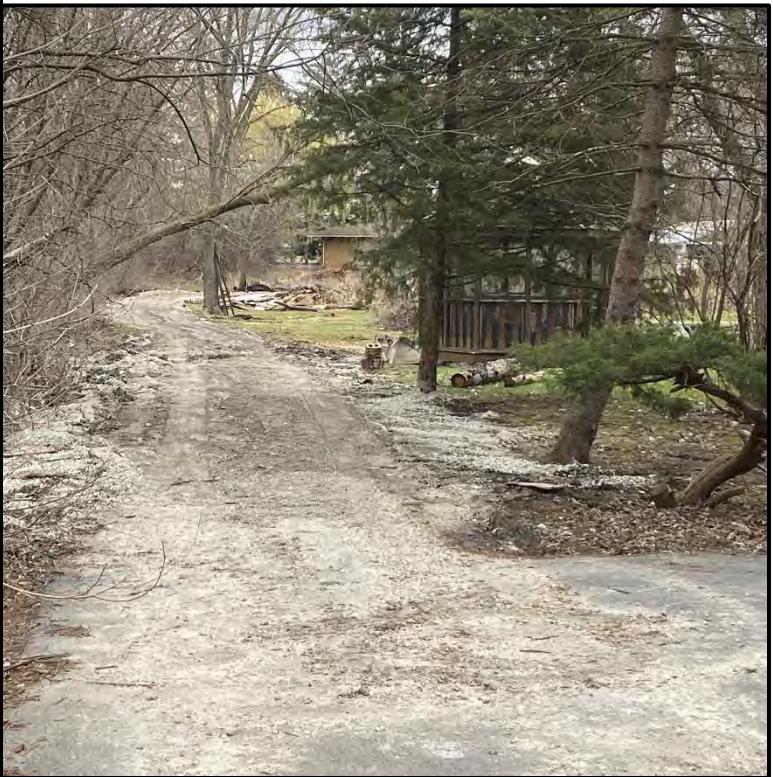
Beginning in March, 2022, Village staff began receiving numerous complaints about excessive garbage and debris in the front, side, and rear yard of the subject property, outdoor storage of furniture and miscellaneous items associated with an antique business believed to be operating out of the subject property, tall grass/weeds, large open burns, and a gravel driveway installed without a permit, partially in a wetland area. The Illinois Conservation police has also investigated the owner for burning dead animals on the property. Staff has made numerous attempts to contact the owner, including shutting off the water once with a current notice to shut it off for a second time, code enforcement has written Notice of Violations multiple times, and there have been 21 default judgements against the property owner to date, and still there no signs of clean up.

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

It is the opinion of Village staff and the Village attorney that the Illinois Chancery Court system will be more effective for action rather than just issuing more citations, which are going unpaid. The Village attorney suggest a motion be made by the Village Board to proceed with legal action against the property owner in the form of an injunction against Mr. Patrick Kelly, property owner of 6501 Bentley Avenue.

ACTION PROPOSED: Pass the Motion.

6501 Bentley Avenue, Willowbrook, IL, property owner, Mr. Patrick Kelly



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

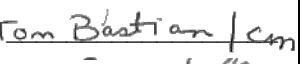
ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO THE TERMS AND CONDITIONS FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BETWEEN RATHS, RATHS & JOHNSON AND THE VILLAGE OF WILLOWBROOK

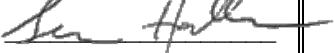
AGENDA NO. 13**AGENDA DATE:** 11/14/22

STAFF REVIEW: Michael Krol, Director of Community Development SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

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

The Community Development Department currently manages the building permit process, including the review and approval of building permits and the accompanying inspections to ensure compliance with the approved plans and the Village's building codes. The Village requires an outside structural engineering contractor to review structural repairs and new construction plans because there isn't a structural engineer on staff. For any review that is deemed structural, the Village has outsourced the work to Raths, Raths & Johnson since 1995 however no contract agreement or resolution has ever been adopted.

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

Typically, every three to five years, municipalities evaluate existing contracts and services. As part of that assessment, agencies competitively bid out services to ensure residents receive the best possible services at a competitive price. On September 1, 2021, Village staff released a Request for Proposal (RFP) for building plan review, building inspections, municipal planning, general engineering services, engineering plan review, engineering inspections, and structural engineering.

On September 24, 2021, five (5) contractors responded to the RFP: (1) SAFEbuilt (headquartered in Crystal Lake), (2) TPI Building Code Consultants (Saint Charles), (3) Christopher Burke (Rosemont), (4) Novotny (Willowbrook), and (5) Raths, Raths and Johnson (Willowbrook).

	TPI	SAFEbuilt	Christopher Burke	Novotny	Raths, Raths, and Johnson
Structural Plan Review	N/A	\$92/hour	N/A	N/A	\$195/hour ¹
Structural Inspections	N/A	\$85/hour	N/A	N/A	\$195/hour ¹

¹The rate varies dependent on the employee provided by Raths, Raths and Johnson. Staff believes the appropriate price will likely be significantly lower than \$195/hr.

At the December 20, 2021 Board of Trustees meeting, the Board approved two resolutions to award building plan review and inspectional services to SAFEbuilt and engineering services to Novotny. The structural aspect of this bid was not awarded to Raths, Raths and Johnson due to contract negotiation.

ACTION PROPOSED: Adopt the attached resolution.

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO THE TERMS AND
CONDITIONS FOR PROFESSIONAL STRUCTURAL ENGINEERING
SERVICES FOR THE VILLAGE OF WILLOWBROOK BETWEEN RATHS,
RATHS & JOHNSON AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Raths, Raths & Johnson (“RRJ”) for professional structural engineering services and First Amendment to the Terms & Conditions related to Professional Structural Engineering Services for the Village of Willowbrook; and

WHEREAS, the Village has a past satisfactory relationship with RRJ for the provision of professional structural engineering services; and

WHEREAS, the Village desires to retain RRJ to provide the aforesaid professional structural engineering services to the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain Proposal and Agreement, including Terms Conditions and First Amendment to Terms and Conditions, by and between the Village of Willowbrook and Raths, Raths & Johnson for professional structural engineering services on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof and First Amendment to Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 14th day of November, 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”

**Raths, Raths & Johnson
Professional Services Agreement**



RATHS, RATHS & JOHNSON, INC.

ENGINEERING à ARCHITECTURE à FORENSICS

500 JOLIET ROAD, SUITE 200
WILLOWBROOK, IL 60527-5618
630.325.6160

AGREEMENT FOR PROFESSIONAL SERVICES

Client: Village of Willowbrook 835 Midway Drive Willowbrook, Illinois 60527	Project Number: 22238 Project: Engineering Services for the Village of Willowbrook
---	--

This letter confirms that you, the Client, have retained Raths, Raths & Johnson, Inc. (RRJ) to provide professional services in conjunction with the above-referenced project. The Agreement made as of November 11, 2022 consists of this letter defining the Scope of RRJ Services, fee arrangement, Terms and Conditions (Attachment 1), and Hourly Consulting Rates and Expenses (Attachment 2).

The Scope of RRJ Services is:
To perform structural engineering review and inspection services for the Village of Willowbrook.

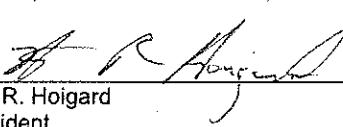
Budget: Services will be invoiced on a time and expense basis in accordance with RRJ's standard rates in effect at the time services are provided.

The above scope of services description is based upon RRJ's present understanding of the project, which may alter as the work progresses. If it is necessary to revise the scope of services, this shall be implemented by executing a written amendment to the Agreement.

Monthly charges for services rendered will be based upon RRJ standard hourly rates, charges, and expenses incurred as indicated by Attachment 2 and invoices are due as stated in Paragraph 1 of the First Amendment to the Terms and Conditions.

Please return one signed copy of this Agreement within ten (10) working days to acknowledge acceptance of the terms. If work initiates based upon either a verbal or written request, prior to the Agreement being signed, the Terms and Conditions (Attachment 1) of the Agreement govern RRJ's activities.

RRJ's standard invoices will be employed except if we are advised, in writing, of any special requirements when you return the signed Agreement. We appreciate this opportunity to be of service to you.

RATHS, RATHS & JOHNSON, INC.  Kurt R. Hoigard President	Approved and Accepted by: Frank A. Trilla, Mayor Village of Willowbrook	Responsibility for Payment (if different from agreement approval signature): Company's Authorized Representative Printed Name: _____ Company: _____ E-mail: _____ Phone: _____
Date 11/11/22	Date	Date

Please return one signed copy to RRJ by November 25, 2022.

ATTACHMENT 1 **TERMS AND CONDITIONS**

Raths, Raths & Johnson, Inc. (RRJ) agrees to furnish and the Client agrees to pay for professional services provided on the project identified on this Agreement. For the purposes of this document, "Work" refers to construction and "Services" refers to professional services. RRJ and the Client agree to the following Terms and Conditions governing this Agreement:

1. Compensation to RRJ – Payment for the Services of RRJ will be in accordance with the attached fee schedule. RRJ's standard method of invoicing will be employed unless notified to the contrary in writing. An additional service charge for special invoice requirements will be made in accordance with the Exhibit. Invoices are due in full within thirty (30) days from the date of the invoice after which late payment charges at the rate of one and one-half percent (1.5%) per month, simple interest, will be added to the balance due. The Client will be responsible for payment for all RRJ Services performed in connection with the captioned project, including any appearances at depositions or in court or at other hearings relating to the project and round-trip travel time to and from RRJ office. RRJ reserves the right to stop providing Services if any invoice remains unpaid more than sixty (60) days beyond the invoice date, and the Client agrees to make no claims against RRJ relating to such stoppage. Client is responsible for all collection fees including those generated by attorneys and collection agencies.

2. Limits of Liability – RRJ will exercise ordinary care and skill in the performance of its professional Services, consistent with the level of performance by other similar A/E firms. RRJ's liability is limited to the lesser of RRJ's fee for professional Services under this Agreement or those amounts under the policy of insurance available for claims or damage.

3. Insurance – RRJ maintains professional errors and omission insurance, worker's compensation insurance and public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. If the Client's project requires increased insurance coverage, RRJ will, if specifically directed by the Client, provide additional insurance at the Client's expense.

4. Indemnity – RRJ and its officers, directors, employees and agents will not be liable to the Client for any damages, losses or expenses of any kind arising out of the captioned project or Work undertaken by this Agreement, caused in whole or in part by the negligent acts, errors or omissions of persons not employed, retained, associated or directed by RRJ. Within the limits of insurance, RRJ agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of RRJ and its employees.

5. Health Hazard Liability – RRJ has been retained to perform engineering and/or architectural Services on this project and has not been asked or retained to detect, investigate, or evaluate any health hazards or identify harmful substances, including but not limited to mold, asbestos, lead, and other potential hazards that may be present in the buildings or the structures involved in this project. RRJ has made no representations to the Client regarding its ability to detect these harmful substances or to evaluate health hazards present in buildings or structures and makes no warranty or representation as to health risks to humans relating to the buildings or structure it has been retained to provide Services in, on, or around on this project. The Client agrees to hold RRJ harmless and defend RRJ from any claims relating to the actual or alleged presence, development, growth, release or exposure of harmful substances, including allegations that the harmful substances were preexisting and/or were exposed, released, grew, or developed as a consequence of RRJ's professional Services associated with this assignment.

6. If Construction Work is Present – If construction Work (including but not limited to excavation, erection, materials installation, repair, rehabilitation, demolition, shoring and bracing, swing stage activities, hoisting operations or similar Work) is being performed at the project site by the Client or by persons under contract or subcontract with the Client pursuant to RRJ professional Services, then the following conditions will apply:

A. The Client will provide certificates of insurance verifying that RRJ is named as an additional insured on a primary and non-contributory

basis on the comprehensive general liability insurance policy applicable to the project carried by the Client and by the Client's contractors and the subcontractors, with limits at least equivalent to the comprehensive general liability insurance carried by RRJ. And,

B. The Client agrees to require all contractors and subcontractors to indemnify and defend RRJ for any claims or damages arising out of the Work of the contractors or subcontractors or their employees.

C. RRJ requires property insurance to be in effect which includes coverage for peril of collapse and waiver of subrogation.

7. Time for Performance – RRJ will exercise due diligence in the performance of its professional Services, but RRJ will not guarantee a specific timetable for completion of the Services. The Client waives any right to make any claims against RRJ for any damages or expenses claimed as a result of delays in the progress of the Services.

8. Termination – Both the Client and RRJ have the right to terminate this Agreement upon seven (7) days written notice: (1) due to the failure of the other party to substantially perform in accordance with the Agreement (Failure of the client to make payment for Services in accordance with this Agreement shall be considered substantial non-performance and cause of termination.); (2) due to the existence of an irreconcilable difference between the parties on the matters of professional judgment. In the event of termination for any reason, RRJ shall be paid for all Services performed and all expenses incurred prior to the termination date, including any expenses caused by the termination. The Client waives any right to make any claims against RRJ for any damages or expenses claimed as a result of a decision by RRJ to terminate this Agreement per the provisions of (2) above.

9. Illinois Law/Mediation – The professional Services by RRJ will be performed principally at its Willowbrook, Illinois office, and Illinois law will govern this Agreement. Any disputes, relating to this Agreement, shall first be submitted to non-binding mediation in Chicago, Illinois in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

10. Statute of Limitation – Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of issuance of the last invoice under this Agreement.

11. Third Party – Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of an outside party to this agreement against RRJ, the Client, or Payer.

12. Entire Agreement/Successors/Scope of Services Change – This document and the attached exhibit(s) represent the entire Agreement between RRJ and the Client concerning the named project, and this Agreement is binding on the successors or assigns of the Client or RRJ. The Scope of RRJ Services may be modified by a written Amendment to the Agreement or Client authorization.

13. Title to Documents – All original documents prepared by RRJ pursuant to this Agreement, including all photographs, and video tapes, taken by RRJ, are and shall remain the property of RRJ. RRJ shall be deemed author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The client shall be permitted to retain copies, including reproducible copies of the documents for information and reference on this project. All file materials other than RRJ work-product including but not limited to background file material, drawings, or artifacts will be destroyed 90 days after last RRJ invoice unless other arrangements have been agreed to in writing.

14. Use of Materials and Confidentiality – RRJ shall have the right to include photographic or artistic representations of the Project among RRJ's promotional and professional materials. RRJ shall be given reasonable access to the completed Project to make such representations. However, RRJ's materials shall not include the Client's confidential or proprietary information if the Client has previously advised RRJ in writing of the specific information considered by the Client to be

ATTACHMENT 1 TERMS AND CONDITIONS

confidential or proprietary. The Client shall provide professional credit for RRJ in the Client's promotional materials for the Project.

15. Design Review – If included in The Scope of RRJ Services, RRJ's review comments and other deliverables shall be considered advisory only. The Designer-of-Record shall be solely responsible for final review, approval, and coordination of all recommendations for incorporation into the contract documents for this project. The Designer-of-Record shall remain responsible for all final design decisions. RRJ shall not assume any responsibility for the design or construction of the project.

16. Design Services – If included in The Scope of RRJ Services, RRJ shall provide all required design Services based upon the Client's program and agreed scope of the Work.

17. Construction Documents Services – If included in The Scope of RRJ Services, RRJ shall prepare construction documents consisting of drawings and specifications sufficient in detail to bid on the Work.

A. In the event the Client uses the construction documents without retaining RRJ for all Construction Administration services, as defined in 19 below, the Client releases RRJ and its consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless RRJ and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the construction documents.

18. Bidding – If included in The Scope of RRJ Services, RRJ shall assist the Client in the preparation and assembly of documents to be issued for bids and preparing a standard AIA form of agreement between Client and Contractor for construction. The selection of the Contractor for the project shall be made solely by the Client.

19. Construction Administration – If included in The Scope of RRJ Services, RRJ shall provide construction administration Services on behalf of the Client during the construction phase of the project. Such Services may include the following –

A. Site Observation – If included in The Scope of RRJ Services, RRJ shall visit the site at intervals as stated in the Scope of RRJ Services, to observe if construction is generally in accordance with the construction documents. Based on the scope of Work and Contractor's proposed schedule, RRJ will determine and define the number of visits to the site by RRJ during construction that are included in The Scope of RRJ Services. RRJ shall not be obligated to and will not make any other site visits, unless authorized do so by the Client. Site visits in excess of that amount will be considered as Additional Services.

B. Submittals – If included in The Scope of RRJ Services, RRJ shall review Contractor's and its subcontractors' shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. RRJ shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.

C. Changes in Work – If included in The Scope of RRJ Services, RRJ shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Client prior to any Work on the changes being performed. RRJ may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.

D. Review of Contractor's Requests for Payment – If included in The Scope of RRJ Services RRJ shall evaluate the Contractor's requests for payment, including supporting data, and certify the amounts due the Contractor for Work, products, and materials installed in the project. RRJ's Certification for Payment represents to the Client, that based on RRJ's

evaluation of the Work installed and the data presented for payment, to the best of RRJ's knowledge, information and belief, the Contractor is entitled to payment.

E. Rejection of Nonconforming Work – The Client shall have the authority to reject nonconforming Work installed by the Contractor. RRJ shall bring any known nonconforming Work to the attention of the Client. Only the Client has the authority to stop Work on the project.

F. Contractor Performance – RRJ will consult and inform the Client of progress during the construction phase Services. RRJ shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, safety precautions/programs or procedures. RRJ shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. RRJ shall be responsible for its negligent acts or omissions but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or any entities performing portions of the Work. RRJ shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Client or Contractor. When making such interpretations and decisions, RRJ shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. RRJ shall render initial decisions on Claims between the Client and Contractor as provided in the Contract Documents.

G. Determination of the Dates of Substantial Completion and Final Completion – If included in The Scope of RRJ Services and upon notification by the Client, RRJ shall conduct inspections to determine the dates of Substantial Completion and Final Completion. RRJ shall not make any other inspection(s) at the project site, unless specifically requested to do so in writing by the Client. Such requested inspection(s) shall be performed as an Additional Service(s). In the event that the Work is not completed within the Contractor's proposed schedule, Construction Administration Services provided by RRJ beyond that schedule will be considered as Additional Services.

20. Additional Services – Client-requested Services that are not included in The Scope of RRJ Services shall be considered as Additional Services. The Client hereby agrees to compensate RRJ for such Additional Services at the hourly rates and expenses stated in Attachment 2.

21. Client Provided Information – RRJ shall be entitled to rely on the accuracy and completeness of any information provided to RRJ by the Client or the Client's consultants. RRJ shall not review said information for accuracy or completeness.

22. Permits and Approvals – It is the responsibility of the Client to obtain all necessary permits and approvals for the project.

23. Access to Project Site – RRJ shall have access to the project site if access is required for The Scope of RRJ Services which may include access to water spigots and electrical outlets, as necessary.

24. Equipment and Testing – RRJ is authorized to use and will supply tools and equipment necessary to complete The Scope of RRJ Services including but not limited to investigation tools, testing equipment, testing supplies, cameras, aerial cameras, specialized equipment. Other specialty equipment such as powered man lifts and scaffolding equipment will be rented, as necessary. All costs will be per Attachment 2. If additional contractor support is required, the Client will be notified and involved in the process. RRJ will not be responsible for any damage to the interior or exterior as a result of the setup of testing equipment, water tests, or other in situ testing.

25. Acceptance of this Agreement – Authorization for RRJ to initiate Services on the project and/or utilization of any RRJ work-product shall constitute acceptance of the terms and conditions of this Agreement.

ATTACHMENT 2

HOURLY CONSULTING RATES AND EXPENSES 2022 RATHS, RATHS & JOHNSON, INC. *An Illinois Corporation*

<u>HOURLY CONSULTING RATES*</u>		<u>COMPUTER</u>
Senior Principal – Kurt R. Hoigard	\$360	2D Structural/2D Hydrothermal Program \$100/run
Senior Principal – Kenneth M. Lies	\$360	3D Structural/3D Hydrothermal Program \$200/run
Principal – George R. Mulholland	\$255	Specialized Structural Analysis Program \$300/run
Principal – Sarah K. Flock	\$255	Animation – completed movie length \$300/min
Principal – Patrick E. Reicher	\$265	
Principal – Lurita M. Blank	\$245	
Consultant – Otto C. Guedelhoefer	\$350	Outside Systems: Cost Furnished Upon Request
Consultant – Robert W. Kritzler	\$285	
Consultant – Dennis K. Johnson	\$285	
Associate Principal	\$240	
Senior Project Engineer or Architect	\$225	
Senior Engineer or Architect	\$205	
Engineer or Architect II	\$187	
Engineer or Architect I	\$170	
Technical Staff III	\$170	
Technical Staff II	\$155	
Technical Staff I	\$140	
Manager of Testing Services	\$187	
Document Production Manager	\$155	
Technician III	\$125	
Technician II	\$105	
Technician I	\$ 85	
Para-Professional	\$ 85	
<i>* Position titles do not imply licensing in any particular state or jurisdiction. Please refer to staff curriculum vitae for specific licensing information.</i>		
<u>EXPENSES</u>		
<u>TRAVEL AND ASSOCIATED EXPENSES</u>		
Airfare, Vehicle Rental (Auto, Truck), Transportation (Limo, Taxi), Lodging (Room Plus Tax), Internet Charges		
	1.10 Times Cost	
RRJ Auto Charged at a rate not to exceed the Prevailing Government Rate per Mile Driven		
Meals	Invoiced at Cost	
Parking, Tolls	Invoiced at Cost	
<u>SPECIAL EXPENDITURES</u>		
Material, equipment, and tools purchased or rented specifically for the project		1.15 Times Cost
<u>MATERIAL STORAGE</u>		
Project-related materials, such as test specimens, material samples, scale models, mockups, etc., are stored at RRJ for a period of four months, free of charge. After four months, an appropriate storage fee will be charged.		

EXHIBIT “B”

**First Amendment to Terms and Conditions
of Professional Services Agreement with
Raths, Raths & Johnson**

**FIRST AMENDMENT TO THE TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN RATHS, RATHS &
JOHNSON, INC. AND THE VILLAGE OF WILLOWBROOK FOR
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES FOR THE VILLAGE OF
WILLOWBROOK**

That certain Agreement by and between RATHS, RATHS & JOHNSON ("RRJ") and the VILLAGE OF WILLOWBROOK, to provide professional structural engineering services to the Village of Willowbrook (the "Client"), is hereby amended, by amending the "Terms and Conditions" as hereinafter set forth:

1. Paragraph 1, entitled "Compensation to RRJ" of the Terms and Conditions, shall be amended to read as follows:

Payment for the Services of RRJ will be invoiced on a time and expense basis in accordance with RRJ's standard rates in effect at the time the services are provided. Client shall be invoiced once a month for services performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act. The client will be responsible for payment for all RRJ Services performed in connection with the captioned project, including appearances at depositions, court, or other hearings relating to the project and round-trip travel time to and from the RRJ office.

If Client fails to make payments when due, or otherwise is in breach of this Agreement, RRJ may suspend performance of services upon five (5) business days' written notice to the Client. RRJ shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

2. Paragraph 2, entitled "Limits of Liability" of the Terms and Conditions, shall be amended to read as follows:

RRJ will exercise ordinary care and skill in the performance of its professional Services, consistent with the level of performance by other similar A/E firms. RRJ's liability is limited to those amounts under the policy of insurance available for claims or damage.

3. Paragraph 3, entitled "Insurance" of the Terms and Conditions, shall be amended to read as follows:

RRJ agrees to name the Client, its agents, employees and elected officials as additional insureds on RRJ's policy or policies of comprehensive and/or commercial general liability insurance including RRJ's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. RRJ shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

4. Paragraph 4, entitled "Indemnity" of the Terms and Conditions, shall be amended to read as follows:

RRJ shall indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of RRJ, its employees, agents or assigns.

Client shall indemnify and hold harmless RRJ, its officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of RRJ, its employees, agents or assigns.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

5. Subparagraph "B", of Paragraph 6 ("6(B)") of the Terms and Conditions, shall be deleted in its entirety.

6. The remaining provisions of the Terms and Conditions, unamended by this First Amendment to the Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

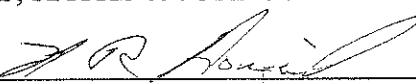
Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk

READ, APPROVED AND AGREED

RATHS, RATHS & JOHNSON.

By: 
Kurt R. Hoigard, President
and duly authorized agent

Date: 11/11/22