

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, FEBRUARY 12, 2024 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting January 22, 2024
(APPROVE)
 - c. Warrants \$725,873.24
 - d. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE COST TO RESIDENTS FOR REFUSE/YARD WASTE STICKERS (ADOPT)

NEW BUSINESS

6. MOTION - MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND (PASS)
7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE FARMINGDALE TERRACE PARK PROJECT AT A COST NOT TO EXCEED \$105,609.00
(ADOPT)
8. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM PLAY ILLINOIS, LLC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE CREEKSIDE PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$82,888.00
(ADOPT)

9. RESOLUTION NO. _____ - A RESOLUTION DECLARING THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MYS, INCORPORATED FOR THE LANE COURT BRIDGE DECK REPAIRS PROJECT (ADOPT)
10. BORSE PARK STORM SEWER CHANGE ORDERS
 - a. RESOLUTION No. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER REPLACEMENT PROJECT (ADOPT)
 - b. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER LINING PROJECT (ADOPT)
11. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT (815 79th Street) (ADOPT)

PRIOR BUSINESS

12. TRUSTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 22, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Ben Kadolph, Deputy Chief Gerard Wodka, Director of Public Works Rick Valent and Deputy Clerk Christine Mardegan.

ABSENT: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Kaspar to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS.

None present and no written comments were received.

5. OFFICIAL APPOINTMENT TO RANK OF SERGEANT

a. Inez Benson

Clerk Hahn had the honor of swearing in the new Police Sergeant. Mayor Trilla congratulated Sergeant Benson and thanked her family and friends for attending the meeting to witness the swearing in ceremony. Sergeant Benson thanked her family and friends for attending.

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting January 8, 2024 (APPROVE)

- c. Minutes - Board of Trustees Special Meeting Budget Workshop #1 January 11, 2024 (APPROVE)
- d. Warrants \$ 1,175,183.30
- e. ORDINANCE NO. 24-O-02 - AN ORDINANCE AMENDING TITLE 8, ENTITLED "TRAFFIC REGULATIONS", CHAPTER 4, ENTITLED "RULES FOR DRIVING", SECTION 8-4-11, ENTITLED "RESTRICTED TURNS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
- f. RESOLUTION NO. 24-R-05 - A RESOLUTION CREATING AND APPROVING THE VILLAGE OF WILLOWBROOK NON-UNION EMPLOYEE PAY PLAN STRUCTURE (ADOPT)
- g. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND (PASS)

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

MOTION: Made by Trustee Davi and seconded by Trustee Mistele 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

- 7. RESOLUTION NO. 24-R-06 - A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR ADMINISTRATIVE HEARING OFFICERS FOR THE VILLAGE OF WILLOWBROOK (ADOPT)

Mr. Arteaga indicated that this resolution is to engage an administrative hearing officer for the Village of Willowbrook to conduct administrative adjudication hearings. Staff released an RFP on November 18th, 2023, with bids being due December 11, 2023. A single bid was received from Odelson, Murphey, Frazier, & McGrath, Ltd. (OMFM). OMFM provides similar services for neighboring municipalities, including Burr Ridge, Countryside, Evergreen Park, Alsip, Worth, Summit, Crestwood, Richton Park, Elmwood Park, Chicago Ridge, Lemont, and Bridgeview.

For administrative adjudication hearings, staff's expectation is to conduct one meeting per month, on the 3rd Thursday of each month. Based on 12 hearings per year of typically 2.5 hours each, the Village will incur \$5,550 in administrative hearing officer services for calendar

year 2024, \$5,700 for calendar year 2025, and \$5,850 for calendar year 2026.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 24-R-06 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal has no report.

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.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

MAYOR'S REPORT

Mayor Trilla thanked all that attended the Martin Luther King Unity Breakfast. He indicated it was a moving event and plans on attending every year.

12. EXECUTIVE SESSION

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 6:42 p.m.

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

MOTION DECLARED CARRIED

13. ADJOURNMENT

Regular Meeting adjourned and the Board moved into Executive Session.

PRESENTED, READ, and APPROVED.

_____, 2024.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

February 12, 2024

GENERAL CORPORATE FUND	-----	\$	392,326.11
WATER FUND	-----	\$	205,506.87
CAPITAL PROJECT FUND	-----	\$	118,343.11
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	4,643.15
17 SERIES 2022 BOND	-----	\$	5,054.00
TOTAL WARRANTS	-----	\$	725,873.24

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
01/26/2024	APCH	354 (E) #	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	155.59
				FUEL/MILEAGE/WASH	630-303	30	6,410.67
				FUEL/MILEAGE/WASH	630-303	30	498.36
				FUEL/MILEAGE/WASH	710-303	35	1,807.97
				FUEL/MILEAGE/WASH	810-303	40	2.00
				CHECK APCHK 354 (E) TOTAL FOR FUND 01:			8,874.59
02/08/2024	APCH	101368	CHASEFIVE STUDIO	COMMUNITY EVENTS	585-522	20	650.00
02/12/2024	APCH	101369#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	871.33
				INTERNET/WEBSITE HOSTING	460-225	10	128.17
				INTERNET/WEBSITE HOSTING	640-225	30	3,165.35
				INTERNET/WEBSITE HOSTING	715-225	35	128.85
				INTERNET/WEBSITE HOSTING	715-225	35	128.17
				INTERNET/WEBSITE HOSTING	715-225	35	129.60
				INTERNET/WEBSITE HOSTING	715-225	35	128.28
				CHECK APCHK 101369 TOTAL FOR FUND 01:			4,679.75
02/12/2024	APCH	101370	AMERICAN LEGAL PUBLISHING	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	1,901.74
02/12/2024	APCH	101371	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	23,035.00
02/12/2024	APCH	101372	APPLIED COMMUNICATIONS GROUP	EDP EQUIPMENT/SOFTWARE	640-212	30	3,525.00
02/12/2024	APCH	101373	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	30.00
02/12/2024	APCH	101374	ASPEN AUTO BODY INC.	REIMBURSEMENTS - IRMA	310-901	00	1,516.10
02/12/2024	APCH	101376	AXON ENTERPRISE, INC	IN-CAR CAMERA	630-403	30	4,990.86
02/12/2024	APCH	101377	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	148.88
02/12/2024	APCH	101378	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	750.00
02/12/2024	APCH	101380	BRYANT ROULEAU	ACTIVE ADULT PROGRAM	590-517	20	250.00
02/12/2024	APCH	101381#	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	525.00
				MAINTENANCE - BUILDING	630-228	30	870.00
				CHECK APCHK 101381 TOTAL FOR FUND 01:			1,395.00
02/12/2024	APCH	101382	BUTTREY RENTAL SERVICE, INC.	MAINTENANCE	725-410	35	220.00
02/12/2024	APCH	101383	CARROLL CONSTRUCTION SUPPLY	MAINTENANCE	725-410	35	579.63
02/12/2024	APCH	101384#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	6,283.00
				ENGINEERING SERVICES	820-262	40	592.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				ENGINEERING SERVICES	820-262	40	358.00
				ENGINEERING SERVICES	820-262	40	376.48
				ENGINEERING SERVICES	820-262	40	358.00
				CHECK APCHK 101384 TOTAL FOR FUND 01:			7,967.48
02/12/2024	APCH	101385	CLESENS, INC.	SALT	755-331	35	955.50
02/12/2024	APCH	101386	COMED	ENERGY - STREET LIGHTS	745-207	35	74.62
				ENERGY - STREET LIGHTS	745-207	35	551.58
				ENERGY - STREET LIGHTS	745-207	35	1,411.30
				ENERGY - STREET LIGHTS	745-207	35	847.74
				CHECK APCHK 101386 TOTAL FOR FUND 01:			2,885.24
02/12/2024	APCH	101387*#	DUPAGE COUNTY	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	3,926.76
02/12/2024	APCH	101388	DUPAGE COUNTY ANIMAL CARE & CONT	ANIMAL CONTROL	650-268	30	180.00
02/12/2024	APCH	101389#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	10.18
				SANITARY (835 MIDWAY)	466-251	10	87.88
				SANITARY (825 MIDWAY)	570-250	20	10.18
				SANITARY (825 MIDWAY)	570-250	20	15.36
				SANITARY (7760 QUINCY)	630-250	30	87.88
				SANITARY USER CHARGE	725-417	35	20.54
				CHECK APCHK 101389 TOTAL FOR FUND 01:			232.02
02/12/2024	APCH	101390	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	455-307	10	237.00
02/12/2024	APCH	101391	DUSTIN KLEEFISCH	SCHOOLS/CONFERENCES/TRAVEL	550-304	20	178.63
02/12/2024	APCH	101392	ELINEUP LLC	FEES/DUES/SUBSCRIPTIONS	630-307	30	600.00
02/12/2024	APCH	101394	FIRESTONE COMPLETE AUTO CARE	MAINTENANCE - BUILDING	630-228	30	1,015.12
				MAINTENANCE - BUILDING	630-228	30	507.56
				CHECK APCHK 101394 TOTAL FOR FUND 01:			1,522.68
02/12/2024	APCH	101395	FLOOD BROTHERS DISPOSAL	STREET SWEEPING SERVICES	740-290	35	4,321.00
02/12/2024	APCH	101396	FSS TECHNOLOGIES LLC	MAINTENANCE	725-410	35	275.00
02/12/2024	APCH	101397	FULTON SIREN SERVICES	OPERATING EQUIPMENT	630-401	30	556.50
02/12/2024	APCH	101399	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	30.00
02/12/2024	APCH	101400*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	15,840.38

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
				LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,122.30
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,726.58
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	45,834.53
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	4,816.64
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
				CHECK APCHK 101400 TOTAL FOR FUND 01:			81,682.46
02/12/2024	APCH	101402	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
02/12/2024	APCH	101403#	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	300.00
				PHONE - TELEPHONES	455-201	10	300.00
				PHONE - TELEPHONES	455-201	20	187.50
				PHONE - TELEPHONES	630-201	30	300.00
				PHONE - TELEPHONES	630-201	30	300.00
				TELEPHONES	710-201	35	262.50
				TELEPHONES	810-201	40	187.50
				CHECK APCHK 101403 TOTAL FOR FUND 01:			1,837.50
02/12/2024	APCH	101405	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	882.99
02/12/2024	APCH	101407	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	4,384.93
02/12/2024	APCH	101409	JEAN SLAPA	SPECIAL EVENTS	310-817	00	30.00
02/12/2024	APCH	101410	JULIE, INC.	J.U.L.I.E.	755-332	35	1,588.02
02/12/2024	APCH	101411	K FIVE CONSTRUCTION	MAINTENANCE - BUILDING	630-228	30	160.00
02/12/2024	APCH	101412	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	455-301	10	169.62
				OFFICE SUPPLIES	455-301	10	243.57
				CHECK APCHK 101412 TOTAL FOR FUND 01:			413.19
02/12/2024	APCH	101413	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
02/12/2024	APCH	101415#	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 101415 TOTAL FOR FUND 01:			600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/12/2024	APCH	101416*#	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	17,967.40
				FEES - VILLAGE ATTORNEY	470-239	10	7.20
				FEES - VILLAGE ATTORNEY	470-239	10	2.80
				FEES - VILLAGE ATTORNEY	470-239	10	770.00
				FEES - VILLAGE ATTORNEY	470-239	10	6.00
				FEES - SPECIAL ATTORNEY	470-241	10	1,892.00
				CHECK APCHK 101416 TOTAL FOR FUND 01:			20,645.40
02/12/2024	APCH	101417	LIBERTYVILLE CHEVROLET	MAINTENANCE - BUILDING	630-228	30	3,578.95
				MAINTENANCE - BUILDING	630-228	30	1,372.55
				CHECK APCHK 101417 TOTAL FOR FUND 01:			4,951.50
02/12/2024	APCH	101419	LUCKY ENTERTAINMENT	ACTIVE ADULT PROGRAM	590-517	20	225.00
02/12/2024	APCH	101421	MERCY CONCESSO	SPECIAL EVENTS	310-817	00	200.00
02/12/2024	APCH	101423	MID-STATES ORGANIZED CRIME	FEES/DUES/SUBSCRIPTIONS	630-307	30	200.00
02/12/2024	APCH	101424#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	15,667.80
				MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 101424 TOTAL FOR FUND 01:			18,752.80
02/12/2024	APCH	101425#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	533.13
				NICOR GAS (825 MIDWAY)	570-235	20	398.76
				NICOR GAS (7760 QUINCY)	630-235	30	1,420.75
				NICOR GAS	725-415	35	812.61
				CHECK APCHK 101425 TOTAL FOR FUND 01:			3,165.25
02/12/2024	APCH	101426	NJ RYAN TREE & LANDSCAPE LLC	SNOW REMOVAL CONTRACT	740-287	35	24,360.00
				SNOW REMOVAL CONTRACT	740-287	35	11,760.00
				SNOW REMOVAL CONTRACT	740-287	35	26,880.00
				SNOW REMOVAL CONTRACT	740-287	35	6,300.00
				SNOW REMOVAL CONTRACT	740-287	35	20,160.00
				TREE MAINTENANCE	750-338	35	12,125.00
				CHECK APCHK 101426 TOTAL FOR FUND 01:			101,585.00
02/12/2024	APCH	101427#	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	3,395.00
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	255.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount		
Fund: 01 GENERAL FUND				CHECK APCHK 101427 TOTAL FOR FUND 01:			3,650.00		
02/12/2024	APCH	101428	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	110.99		
				MAINTENANCE - BUILDING	630-228	30	221.98		
							CHECK APCHK 101428 TOTAL FOR FUND 01:		332.97
02/12/2024	APCH	101429	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	133.50		
				UNIFORMS	630-345	30	55.18		
				UNIFORMS	630-345	30	747.05		
				OPERATING EQUIPMENT	630-401	30	147.60		
				OPERATING EQUIPMENT	630-401	30	219.80		
				OPERATING EQUIPMENT	630-401	30	90.55		
				OPERATING EQUIPMENT	630-401	30	41.99		
				OPERATING EQUIPMENT	630-401	30	45.37		
				OPERATING EQUIPMENT	630-401	30	268.27		
							CHECK APCHK 101429 TOTAL FOR FUND 01:		1,749.31
02/12/2024	APCH	101430	RUSSO'S POWER EQUIPMENT	EMERGENCY EQUIPMENT	755-300	35	109.90		
				EMERGENCY EQUIPMENT	755-300	35	289.99		
							CHECK APCHK 101430 TOTAL FOR FUND 01:		399.89
02/12/2024	APCH	101431	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	124.36		
02/12/2024	APCH	101432	SCHWEIZER EMBLEM COMPANY	OPERATING EQUIPMENT	630-401	30	1,397.00		
02/12/2024	APCH	101433#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,151.87		
				ROUTE 83 BEAUTIFICATION	755-281	35	10,151.88		
							CHECK APCHK 101433 TOTAL FOR FUND 01:		20,303.75
02/12/2024	APCH	101434	SIKICH LLP	AUDIT SERVICES	620-251	25	2,778.00		
02/12/2024	APCH	101435	STARCHASE LLC	CONTINGENCIES	490-799	10	6,675.00		
02/12/2024	APCH	101436	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	39.18		
				MAINTENANCE - BUILDING	630-228	30	112.54		
				MAINTENANCE - BUILDING	630-228	30	(11.00)		
							CHECK APCHK 101436 TOTAL FOR FUND 01:		140.72
02/12/2024	APCH	101437	SUSTAINOVATION	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	7,200.00		
02/12/2024	APCH	101439	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	210.00		

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				STREET IMPROVEMENTS	765-685	35	1,544.40
				CHECK APCHK 101439 TOTAL FOR FUND 01:			1,754.40
02/12/2024	APCH	101440	TERESA MROZIK	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	127.13
02/12/2024	APCH	101441	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
02/12/2024	APCH	101442	TRAFFIC CONTROL CORPORATION	CONTINGENCIES	490-799	10	10,920.00
02/12/2024	APCH	101443	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
02/12/2024	APCH	101444	TRI-RIVER POLICE TRAINING REGION	OPERATING EQUIPMENT	630-401	30	750.00
02/12/2024	APCH	101446	ULINE	MAINTENANCE	725-410	35	588.99
02/12/2024	APCH	101447*#	UNDERGROUND PIPE SOLUTIONS	JET CLEANING CULVERT	750-286	35	2,062.50
				JET CLEANING CULVERT	750-286	35	2,745.00
				JET CLEANING CULVERT	750-286	35	2,625.00
				CHECK APCHK 101447 TOTAL FOR FUND 01:			7,432.50
02/12/2024	APCH	101449*#	VESCO OIL CORPORATION	MAINTENANCE - BUILDING	630-228	30	1,754.55
02/12/2024	APCH	101452	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
02/12/2024	APCH	101453	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	75.00
02/12/2024	APCH	355 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	253.90
				OFFICE SUPPLIES	510-301	15	247.25
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	33.99
				ACTIVE ADULT PROGRAM	590-517	20	222.77
				OFFICE SUPPLIES	610-301	25	39.76
				MAINTENANCE - BUILDING	630-228	30	8.99
				OFFICE SUPPLIES	630-301	30	93.16
				OPERATING EQUIPMENT	630-401	30	188.11
				CHECK APCHK 355 (E) TOTAL FOR FUND 01:			1,087.93
				Total for fund 01 GENERAL FUND			392,326.11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/12/2024	APCH	101379	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
02/12/2024	APCH	101393	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,000.00
				SPOILS HAULING SERVICES	430-280	50	3,500.00
				SPOILS HAULING SERVICES	430-280	50	3,500.00
				SPOILS HAULING SERVICES	430-280	50	3,500.00
				STREET IMPROVEMENTS SERVICES	430-281	50	4,500.00
				CHECK APCHK 101393 TOTAL FOR FUND 02:			24,500.00
02/12/2024	APCH	101398	GBJ SALES, LLC	VEHICLE MAINTENANCE	401-350	50	157.15
02/12/2024	APCH	101400*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,147.93
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,887.00
				CHECK APCHK 101400 TOTAL FOR FUND 02:			7,034.93
02/12/2024	APCH	101401	H AND R CONSTRUCTION INC.	STREET IMPROVEMENTS SERVICES	430-281	50	800.00
				STREET IMPROVEMENTS SERVICES	430-281	50	800.00
				CHECK APCHK 101401 TOTAL FOR FUND 02:			1,600.00
02/12/2024	APCH	101406	ILLINOIS TOLLWAY	VEHICLE MAINTENANCE	401-350	50	63.25
02/12/2024	APCH	101408	IXOM WATERCARE INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,273.21
02/12/2024	APCH	101414	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,204.40
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	345.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,645.80
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,690.00
				CHECK APCHK 101414 TOTAL FOR FUND 02:			10,885.20
02/12/2024	APCH	101422	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
				PHONE - TELEPHONES	401-201	50	450.00
				CHECK APCHK 101422 TOTAL FOR FUND 02:			588.00
02/12/2024	APCH	101438	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,315.00
				STREET IMPROVEMENTS SERVICES	430-281	50	1,415.38
				CHECK APCHK 101438 TOTAL FOR FUND 02:			8,730.38
02/12/2024	APCH	101445	TWIG TECHNOLOGIES & RUETTIGER,	GIS	460-213	50	13,616.20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/12/2024	APCH	101447*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,700.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,375.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,475.00
				CHECK APCHK 101447 TOTAL FOR FUND 02:			7,550.00
02/12/2024	APCH	101448	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	903.59
				POSTAGE & METER RENT	401-311	50	824.68
				CHECK APCHK 101448 TOTAL FOR FUND 02:			1,728.27
02/12/2024	APCH	101449*#	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	401-350	50	390.60
02/12/2024	APCH	101451	WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	401-350	50	528.60
02/12/2024	APCH	356(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	125,436.08
				Total for fund 02 WATER FUND			205,506.87

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
02/12/2024	APCH	101375	ATLAS BOBCAT, LLC	PUBLIC WORKS VEHICLE	600-316	55	103,192.01
02/12/2024	APCH	101404	HIGH SPEED WELDING, INC	BORSE PARK IMPROVEMENT PROJECT	600-340	55	5,914.00
02/12/2024	APCH	101418	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II	600-347	55	2,500.00
				BORSE PARK PHASE II	600-347	55	5,000.00
				CHECK APCHK 101418 TOTAL FOR FUND 10:		7,500.00	
02/12/2024	APCH	101450	WELD-ALL, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	694.00
				MIDWAY PARK UPGRADE	600-342	55	1,043.10
				CHECK APCHK 101450 TOTAL FOR FUND 10:		1,737.10	
				Total for fund 10 CAPITAL PROJECT FUND		118,343.11	

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
02/12/2024	APCH	101387*#	DUPAGE COUNTY	MAINT TRAFFIC SIGNALS	745-224	15	3,926.76
02/12/2024	APCH	101400*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
02/12/2024	APCH	101416*#	LAW OFFICES STORINO RAMELLO&DURK	LEGAL FEES	401-242	15	333.75
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			4,643.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
02/12/2024	APCH	101420	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,054.00
				Total for fund 17 SERIES 2022 BOND			5,054.00
TOTAL - ALL FUNDS							725,873.24

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



Village of WILLOWBROOK

[Return to Agenda](#)

Village Administrator's Office

Village Board of Trustees

AGENDA ITEM NO: 5.d.

DATE: February 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE COST TO RESIDENTS FOR REFUSE/YARD WASTE STICKERS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The Village currently sells Groot Refuse/Yard Waste stickers at a rate of \$3.00 per sticker. As of 8/1/23, yard waste stickers are purchased from Groot at the rate of \$3.24 per sticker. Staff are seeking approval to increase the refuse sticker rate that we charge residents from \$3.00 to \$3.25 per sticker.

BACKGROUND/SUMMARY

The Village's current refuse/recycling contract with Groot became effective on August 1, 2020 and expires July 31, 2024. Per the contract, each year on August 1st, the refuse/yard waste sticker increases. See the below table for applicable contract pricing:

Year	Sticker Price
8/1/20 – 7/31/21	\$3.00
8/1/21 – 7/31/22	\$3.08
8/1/22 – 7/31/23	\$3.16
8/1/23 – 7/31/24	\$3.24

Since August 1, 2020, Village staff have sold the stickers at a price of \$3.00 per sticker. Since August 1, 2021, the Village has been covering the additional amount over \$3.00 for every sticker sold. **FINANCIAL IMPACT**

According to current Village practices, 1,000 refuse stickers were purchased in December 2023 to sell to residents for a total of \$3,240.00. If staff were to continue to sell refuse stickers at \$3.00 per sticker, the Village would cover \$240.00 in additional refuse sticker costs. If the Village Board were to approve the sticker cost increase, refuse stickers would be sold at a rate of \$3.25 to residents, eliminating the need for the Village to cover any shortages between the cost of stickers from Groot and the rate at which they are sold to residents.

RECOMMENDED ACTION:

Per Board provided direction at the January 22, 2024 Committee of the Whole meeting, staff recommends the Village Board approve the increase in the refuse/yard waste stickers price for residents from \$3.00 per sticker to \$3.25 per sticker. If the Village Board approves the increase, the new rate would be effective on February 13, 2024 and communication regarding the price increase would be provided to residents by the Village.

RESOLUTION NO. 24-R-____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE
COST TO RESIDENTS FOR REFUSE/YARD WASTE STICKERS**

WHEREAS, the Village of Willowbrook (the “Village”) has contracted with Groot Industries, Inc. (“GROOT”) and GROOT has provided waste hauling services to Village residents since 2020; and

WHEREAS, included in the services provided by GROOT is extra refuse and yard waste removal and; and

WHEREAS, residents are required to place excess refuse/yard waste stickers on yard waste and excess refuse items; and

WHEREAS, the cost charged to the Village by GROOT for such stickers has increased each year since 2021; and

WHEREAS, although GROOT’s charge to the Village for such stickers has increased each year since 2021, the Village has not increased the cost of those stickers to Village residents; and

WHEREAS, the Village determined that it is in the best interest of the Village to increase the cost charged to residents for excess refuse/yard waste stickers commencing on February 13, 2024.

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

SECTION 1: Commencing on February 13, 2024, and continuing through the expiration of the current municipal waste scavenger services agreement with GROOT, the cost charged to Village resident for refuse/yard waste stickers shall be increased to Three and 25/100ths Dollars (\$3.25).

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: February 12, 2024

SUBJECT:

MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is requesting transferring surplus funds from the General Fund to the Opportunity Reserve Fund.

BACKGROUND/SUMMARY

At the December 12, 2022 Village Board meeting, the Village Board passed the following motions:

- a. Change the General Fund's fund balance policy from 33% (120 days) to a range of 40% to 50% of approved operating expenditures.
- b. Create an Opportunity Reserve Fund that accounts for the surplus funds transferred from the General Fund and use of these funds, as directed by the Board.
- c. Transfer \$6,189,686.80 from the General Fund to the Opportunity Reserve Fund.

The increase in the targeted reserve of the General Fund's fund balance from 33% to a range of 40% to 50% allows Village staff to better manage economic uncertainty and cash flow needs, while yielding available resources for unexpected occurrences and/or planned opportunities. The surplus funds in the Opportunity Reserve Fund add flexibility to future annual budgets, as the Village Board may appropriate and approve these funds to be used for capital projects, economic development, debt service payments, and/or unforeseen events or needs.

On April 30, 2023, the General Fund's unassigned fund balance, net of the approved transfer of surplus funds to the Opportunity Reserve Fund, was \$543,479 more than 40% of the total approved operating expenditures for Fiscal Year 2023-24.

FINANCIAL IMPACT

In keeping with the fund balance policy of the General Fund, which is to keep a reserve of 40–50% of total approved operating expenditures, the targeted fund balance at 40% is \$4,693,682, with surplus funds of \$543,479. Village staff is recommending that \$543,479 of surplus funds be transferred from the General Fund to the Opportunity Reserve Fund.

If approved, the total Opportunity Reserve Fund will be \$6,733,165.80.

RECOMMENDED ACTION:

Pass the motion to transfer the surplus funds.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: February 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE FARMINGDALE TERRACE PARK PROJECT AT ACOST NOT TO EXCEED \$105,609.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of playground equipment from NuToys Leisure Products for the Farmingdale Terrace Park Project not to exceed the amount of \$105,609.00.

BACKGROUND/SUMMARY

During the Capital Improvement Project Open House meeting on Oct 19th, 2023, six playground options were presented to the residents. Each resident voted on the playground structure that they liked and wanted to be installed at the park. After that process, the Landscape Structures playground from NuToys Leisure Products received the most votes and was chosen for the project.

Landscape Structures is headquartered in Delano, Minnesota and is the leading playground manufacturer in the USA. Landscape Structures uses creative designs and interactive features that engage children of all ages, which promotes and encourages imaginative play experiences which in turn promotes developmental growth. Within the industry, Landscape Structures is known for exceeding ASTM (American Society for Testing and Materials) and US safety guidelines.

NuToys Leisure Products is the local representative for Landscape Structures. This proposal is strictly for the playground equipment. The removal of the current equipment, installation of new equipment and pour in place (PIP) rubber surface will be awarded through the park projects bid that will also include work for Farmingdale Terrace Park and Borse Memorial Community Park Phase II projects.

At the first budget workshop, the Board provided unanimous support for this option.

FINANCIAL IMPACT

The cost for the purchase of the playground equipment for the Farmingdale Terrace Park project from Play Illinois is \$105,609.00.

RECOMMENDED ACTION:

The staff's recommendation is to approve the resolution for the purchase of playground equipment for Farmingdale Terrace Park from NuToys Leisure Products not to exceed the amount of \$105,609.00.



Farmingdale Terrace Park

WIL22FAR1-2 • 1.17.2024



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RESOLUTION NO. 24-R-___

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM NUTOYS LEISURE PRODUCTS, INC. AND APPROVING THE
PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE
FARMINGDALE TERRACE PARK PROJECT AT A
COST NOT TO EXCEED \$105,609.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous playground equipment and fixtures for the Farmingdale Terrace Park Project (the “Project”); and

WHEREAS, NuToys Leisure Products, Inc. has made an acceptable proposal to the Village to supply the required equipment and fixtures for the Project.

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

SECTION 1. The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. The purchase of certain playground equipment and fixtures from NuToys Leisure Products, Inc., as set forth in NuToys Leisure Products, Inc.’s Proposal attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed One Hundred Five Thousand Six Hundred Nine and 00/100ths Dollars (\$105,609.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the NuToys Leisure Products, Inc.’s purchase order on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

NUTOYS LEISURE PRODUCTS, INC.’S PROPOSAL



ORDER FORM/PROPOSAL

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

Please Provide and/or Verify Bill To and Ship To address information when ordering.

January 11, 2024

Page 1 of 2

BILL TO:

The Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
Attention: Dustin Kleefisch

SHIP TO:

To Be Provided

PROJECT NAME: Farmingdale Terrace Park

CALL 24 HOURS PRIOR TO DELIVERY: Dustin Kleefisch (630) 323-8215

<u>QTY.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
2-5 Year Olds Play Area				
1	197057C	Motion w/Play Table DB		\$ 21,845
	includes:	Bead Panel		
		Bongo Panel		
		Curved Poly Slide		
		Inclined Tunnel		
		Leaf Shape and Fit Panel		
		Leaf Trail Panel		
		Marbles Panel		
		Numbers Climber		
		Play Table with seats		
		Race Car/Roller Track		
		Ring-a-Bell Panel		
		Shape-and-Fit Table		
		Spelling Panel		
		Steering Wheel		
		Steppers		
		Wiggle Ladder		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury		-
5-12 Year Olds Play Area				
1	111345A	Bridge/Ramp Transition Bracket		\$ 380
1	152443A	Grid Walk w/Barriers		4,440
1	146812A	Sky Rail Climber 64"Dk DB ¹		2,095
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		2,625
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps		3,420
1	229832A	Dot-to-Dot Climber		2,905
1	176078B	Lollipop Climber 72"Dk DB		1,885
1	164078A	Ring Tangle Equal Deck Heights ¹		2,935
1	145624B	Vertical Ascent 56"Dk		1,545
1	122197A	90* Triangular Tenderdeck		1,105
1	152911B	Curved Transfer Module Left 40"Dk DB		3,535
2	121948A	Kick Plate 8"Rise	\$ 145	290
2	111228A	Square Tenderdeck	1,315	2,630
3	111231A	Triangular Tenderdeck	1,015	3,045

5-12 Year Olds Play Area (Continued...)

1	111240A	Balcony Deck			1,645
1	116244A	Pipe Barrier Above Deck			800
1	111357A	Chinning Bar Alum DB		\$	690
1	166809A	E-Pod Seat			395
4	111404E	116"Alum Post DB	\$	395	1,580
2	111404D	124"Alum Post DB		455	910
1	111404C	132"Alum Post DB			475
1	111404B	140"Alum Post DB			480
5	111404A	148"Alum Post DB		505	2,525
1	111404K	156"Alum Post DB			565
4	111404Z	182"Steel Post DB 44" Bury		595	2,380
1	154883F	301"Steel Post (72" Bury) For CoolTopper Single Post Pyramid Roof			1,640
1	154884A	CoolToppers Single Post Pyramid Roof DB Only ¹			4,225
1	144414A	Cloudburst Triple Slide 72"Dk DB1			5,765
1	130390A	Double Swoosh Slide 96"Dk DB1			3,780
2	120711A	Pod Climber 16" DB		360	720
1	158998A	Pod Climber 20" DB			375
1	120712A	Pod Climber 24" DB			375
1	120713A	Pod Climber 30" DB			380
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			-
Subtotal					\$ 62,540
ALSO					
1	194663A	ZipKrooz 34' w/Aluminum Posts DB1		\$	15,225

8-Place Single Post Swingset

5	174018A	Belt Seat Proguard Chains 8' Beam	\$	160	\$	800
2	176038A	Full Bucket Seat Proguard Chains 8' Beam		445		890
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam				1,090
1	177332A	Single Post Swing Frame 8' Beam				1,630
3	177333A	Single Post Swing Frame Addtl Bay 8' Beam		1,210		3,630
Subtotal					\$	8,040
Equipment Subtotal						\$ 107,650
Cooperative Discount (8%)						(8,612)
Shipping						6,571
Equipment Total					\$	105,609

Above pricing includes shipping cost but not installation.

Above Prices will be in effect for 120 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: Our terms are net 30 to tax supported institutions or those who have an account with us. 1-1/2%

Signature

Title

Signature Printed

Date



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: February 12, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL FROM PLAY ILLINOIS, LLC. AND APPROVING THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE CREEKSIDE PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$82,888.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of playground equipment from Play Illinois for the Creekside Park Project not to exceed the amount of \$82,888.00.

BACKGROUND/SUMMARY

During the Capital Improvement Project Open House meeting on Oct 12th, 2023, there were six playground options presented to the residents. Each resident voted on the playground structure that they liked and wanted to be installed at the park. After that process, the Burke Playground from Play Illinois was the playground structure that received the most votes and was chosen for the project.

Burke Playgrounds are some of the best play structures in the industry. Burke manufactures playgrounds in Fond du Lac, Wisconsin using high quality materials including compound plastics with UV-20 that helps reduce plastic fade. Burke's exclusive KoreKonnnect direct bolt clamp system is the best in the industry and enables quick installation, potential modifications, and replacement. In addition, their EZKonnnect Platform Mounting System is a self-leveling deck attachment that is CNC (computer numerical control) construction that allows for faster and more precise installation. The 2-bolt per corner deck attachment increases overall structure strength and stability. Generally, Burke Playgrounds have some of the best longevity of all manufacturers on the market as well.

Play Illinois is the local representative for Burke. This proposal is strictly for the playground structure equipment. The removal of the current equipment, installation of new equipment and pour in place (PIP) rubber surface will be awarded through the park projects bid that will also include work for Farmingdale Terrace Park and Borse Memorial Community Park Phase II projects. At the first budget workshop, the Board provided unanimous support to combine the bid for these projects in an effort to reduce costs to the Village as well as potential bidders.

FINANCIAL IMPACT

The cost for the purchase of the playground equipment for the Creekside Park Project from Play Illinois is \$82,888.

RECOMMENDED ACTION:

Staff's recommendation is to approve the resolution to purchase playground equipment for Creekside Park from Play Illinois not to exceed the amount of \$82,888.00.

COLOR KEY

- NAVY
- AQUA
- YELLOW
- GRAY
- GRAY/BLACK



3D Designer: Heidi



EXTREME TWIST™ SPIRAL



PETAL STEP CLIMBER



COMET



PISTON PANEL



FREEDOM SWING SEAT



ACORN PANEL



NUCLEUS® CORE CLIMBER

RESOLUTION NO. 24-R-___

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL FROM PLAY ILLINOIS, LLC. AND APPROVING THE PURCHASE OF
CERTAIN PLAYGROUND EQUIPMENT AND FIXTURES FOR THE
CREEKSIDE PARK IMPROVEMENT PROJECT AT A
COST NOT TO EXCEED \$82,888.00**

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of miscellaneous playground equipment and fixtures for the Creekside Park Improvement Project (the “Project”) in the Village; and

WHEREAS, Play Illinois, LLC. has made an acceptable proposal to the Village to supply the required playground equipment and fixtures for the Project.

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

SECTION 1. The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. The purchase of certain playground equipment and fixtures from Play Illinois, LLC as set forth in Play Illinois, LLC’s Proposal, attached hereto as Exhibit “A” and made a part hereof, all at a cost not to exceed Eighty-Two Thousand Eight Hundred Eighty-Eight and 00/100ths Dollars (\$82,888.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase order from Playground Illinois, LLC on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

PLAYGROUND ILLINOIS, LLC’S PROPOSAL



Play Illinois, LLC

310 N Grant Street | Westmont, IL 60559 | 844-222-9990

Proposal 129-160207-4 | 1/23/2024

January 23, 2024

Dustin Kleefisch
Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527
Phone: 6309202429

Dear Dustin Kleefisch:

Play Illinois, LLC is delighted to provide Village of Willowbrook with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Village of Willowbrook's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Village of Willowbrook. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Brogan Maloney
Sales Representative

Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559
www.playil.com
www.bciburke.com

Phone: 844-222-9990
Fax: -
bmaloney@playil.com

DESIGN SUMMARY

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Creekside Park located in Willowbrook. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Village of Willowbrook. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Creekside Park
- Project Number: 129-160207-4
- User Capacity: 117
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 71' 1"x64' 10"
- Designer Name: Stevie Rosenkranz

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Creekside Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-160207-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Creekside Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
5-12 Structure						
Nucleus						
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-132C	5" OD X 132" CAPPED POST	1	0	0	69	69
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-156C	5" OD X 156" CAPPED POST	2	0	0	82	164
072-0500-172C	5" OD X 172" CAPPED POST	2	0	0	90	180
072-0500-196C	5" OD X 196" CAPPED POST	1	0	0	103	103
072-0502-216S	5" OD X 216" SWAGED POST	5	0	0	113	565
072-0502-220S	5" OD X 220" SWAGED POST	1	0	0	115	115
072-5503-24T	5" OD X 24" TOP ALUMINUM CAPP...	4	0	0	6	24
072-5503-32T	5" OD X 32" TOP ALUMINUM CAPP...	1	0	0	7	7
072-5503-36T	5" OD X 36" TOP ALUMINUM CAPP...	1	0	0	8	8
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0120	EVOLUTION UNITARY ENCLOSURE	1	0	0	34	34
270-0122	EVOLUTION OFFSET ENCLOSURE	3	0	0	34	102
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
370-0041	EVOLUTION 40" TRANSITION STAI...	2	8	16	301	602
370-0224	VICTORY CLIMBER	1	1	1	328	328
370-1657	TRANSFER STATION, HANDRAIL 32"	1	4	4	135	135
370-1666	SHASTA CLIMBER, 80"-96"	1	4	4	32	32
370-1695	VIA CLIMBER 64"-72"	1	3	3	75	75
370-1703	NUCLEUS CORE CROSS SUPPORT	2	0	0	32	64
370-1706	NUCLEUS CORE CLIMBER, 10'	1	14	14	194	194
470-0006	EVOLUTION BOTTOM ROOF SUPPORT...	2	0	0	13	26
470-0008	EVOLUTION SIDE ROOF SUPPORT, ...	2	0	0	18	36
470-0009	EVOLUTION SIDE ROOF SUPPORT, ...	2	0	0	18	36
470-0014	EVOLUTION HEX ROOF	1	0	0	106	106
470-0114	COBRA SLIDE CORKSCREW LEFT 120"	1	3	3	352	352
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
570-2707	RAIN CRESCENT PANEL	1	1	1	16	16
570-2736	PISTON PANEL	1	1	1	47	47
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0427	5" OD X 11 GA POST EXTENSION	6	0	0	10	60

Intensity						
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1675	STRAIGHT OVERHEAD, NUCLEUS	1	6	6	53	53

5-12 Structure

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 72
Total Weight: 4300 lbs.

Freestanding

Burke Basics

550-0099	TOT SEAT, 7' & 8' SINGLE, STD...	2	1	2	12	24
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0202	SINGLE POST SWING ADD-ON 5" OD	2	0	0	145	290
550-0203	SINGLE POST SWING - SINGLE SE...	1	0	0	206	206
560-2589	COMET II	1	6	6	147	147
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 11
Total Weight: 727 lbs.

2-5 Structure

Synergy

072-0300-115C	3 1/2" OD X 115" CAPPED POST	1	0	0	42	42
072-0300-123C	3 1/2" OD X 123" CAPPED POST	2	0	0	45	90
072-0300-147C	3 1/2" OD X 147" CAPPED POST	1	0	0	54	54
072-0300-55C	3 1/2" OD X 55" CAPPED POST	1	0	0	21	21
072-0302-129S	3 1/2" OD X 129" SWAGED POST	2	0	0	47	94
072-0302-149S	3 1/2" OD X 149" SWAGED POST	3	0	0	54	162
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0103	TRAPEZOID PLATFORM	2	4	8	64	128
290-0111	CLIMBER ENCLOSURE 2-5	1	0	0	17	17
390-0148	TRANSFER STATION, HANDRAIL 40"	1	5	5	175	175
390-0155	TREE BRANCH CLIMBER 40"	1	2	2	15	15
390-0210	CENTIPEDE CLIMBER 48"-56" IMA...	1	2	2	88	88
390-0283	PETAL STEP CLIMBER 40"-48" IM...	1	3	3	109	109
490-0106	ELATION ROOF 2 POST	1	0	0	60	60
490-0108	ELATION ROOF 3 POST	1	0	0	92	92
490-0132	ROCK N ROLL SLIDE 40"-48"	1	1	1	76	76
490-0134	IMAGINATION SLIDE SIT DOWN PANEL	2	0	0	11	22
490-0186	MONACO SLIDE, 32"-40"	1	2	2	76	76
490-0189	HAMMOCK SEAT	1	1	1	18	18
590-0087	TIGHT 90 DEG TUNNEL	1	2	2	88	88
590-0099	ACORN PANEL, 2-5 ABOVE PLATFORM	1	2	2	26	26
590-0152	RAIN CRESCENT PANEL	1	1	1	16	16
590-0398	PIPE WALL 2-5	1	0	0	30	30

2-5 Structure

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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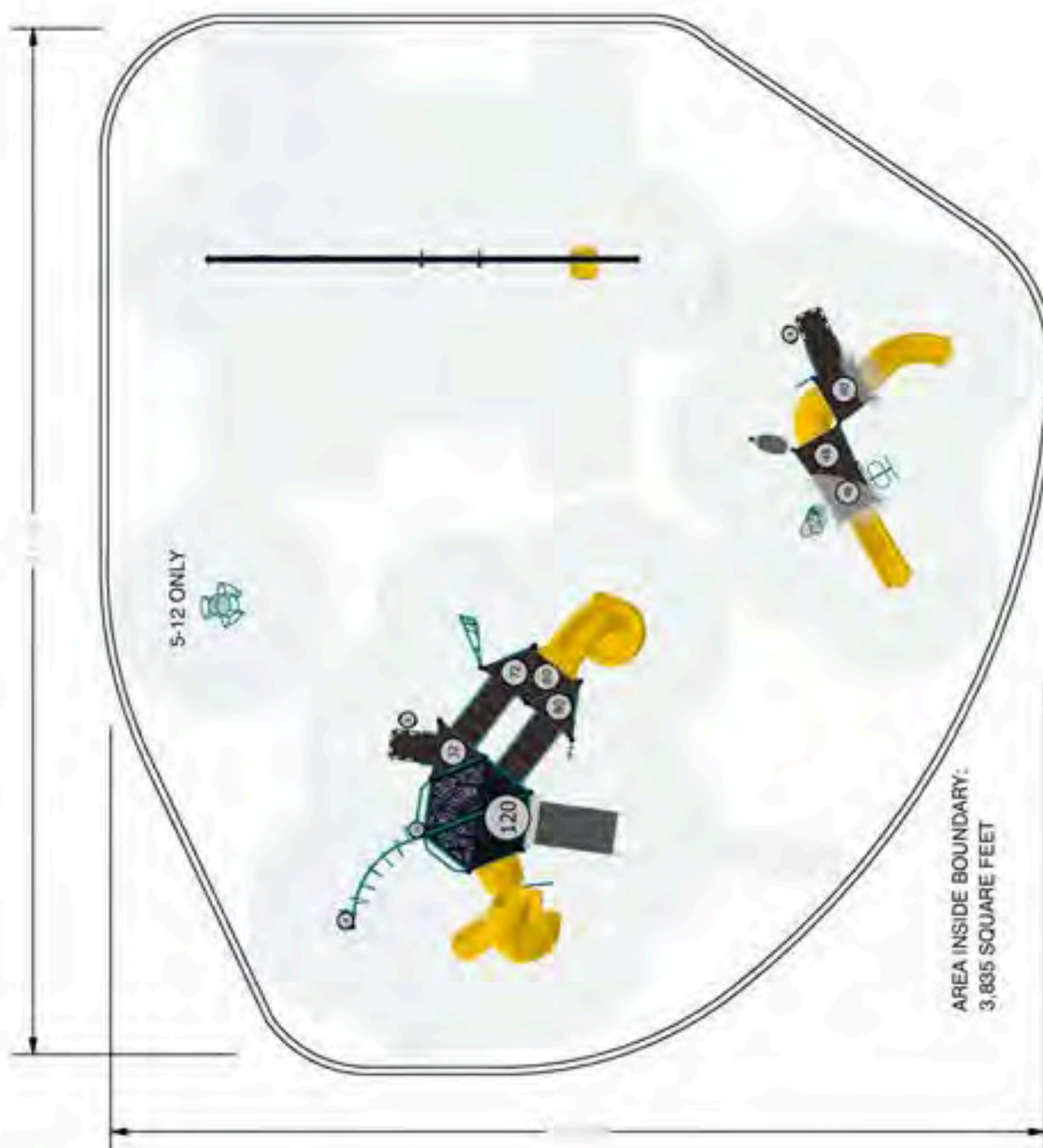
Total User Capacity: 34
Total Weight: 1586 lbs.

List Price: \$106,312.00
Courtesy Discount: -\$26,374.00
Discounted Price: \$79,938.00
Shipping: \$2,950.00

Total Price: \$82,888.00

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



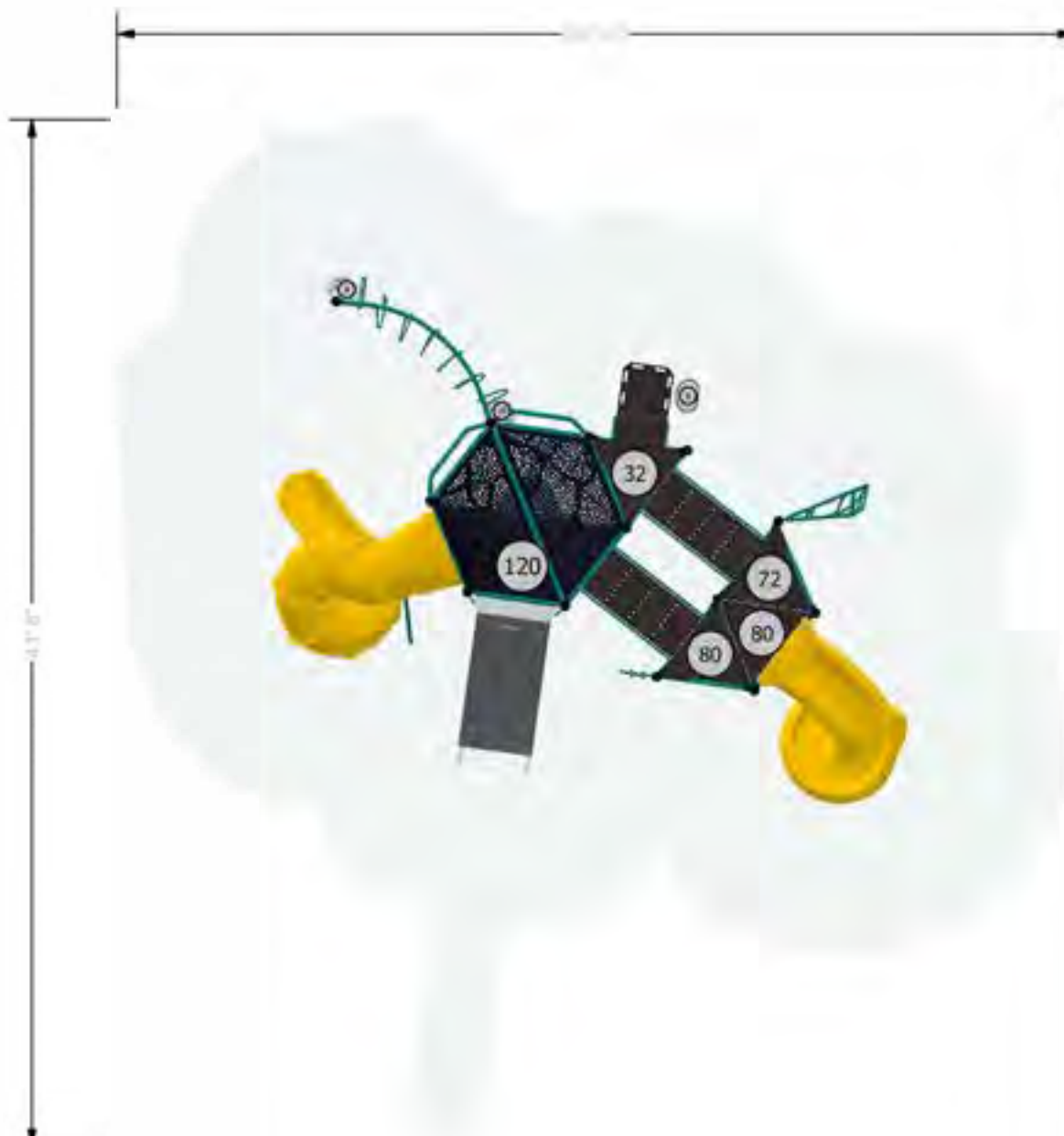
The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	TYPES OF GROUND EVENTS
33	15 / 8	15 / 0	0 / 0	20 / 5 8 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 4609.4 sq. ft.
Perimeter: 271.9 ft.
STRUCTURE SIZE: 10'x7'1" 2"
POST SIZE(S): 3.5"

SERIES Nucleus Intensity Burke Basics Synergy		SITE PLAN VIEW
GROUP: 5-12 Structure 2-5 Structure Freestanding	Creekside Park Willowbrook, IL 60527	01/23/2024 Play Illinois, LLC 129-160207-4 Designer: Stevie Rosenkranz
DESIGNED FOR AGES: 5 to 12, 2 to 5, 2 to 12		
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCI BURKE.COM		



PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
33	15 / 8	15 / 0	0 / 0	20 / 5	8 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES

Area: 4609.4 sq.ft.
Perimeter: 271.9 ft.

STRUCTURE SIZE: 10"x71' 2"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES Nucleus | Intensity | Burke Basics

GROUP:

5-12 Structure

DESIGNED FOR AGES:

5 to 12

Creekside Park

Willowbrook, IL 60527

01/23/2024

Play Illinois, LLC

129-160207-4

Designer: Stevie Rosenkranz

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Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



SERIES Synergy | Burke Basics

GROUP: 2-5 Structure

DESIGNED FOR AGES: 2 to 5

Creekside Park

Willowbrook, IL 60527

01/23/2024

SITE PLAN VIEW

Play Illinois, LLC

129-160207-4

Designer: Stevie Rosenkranz

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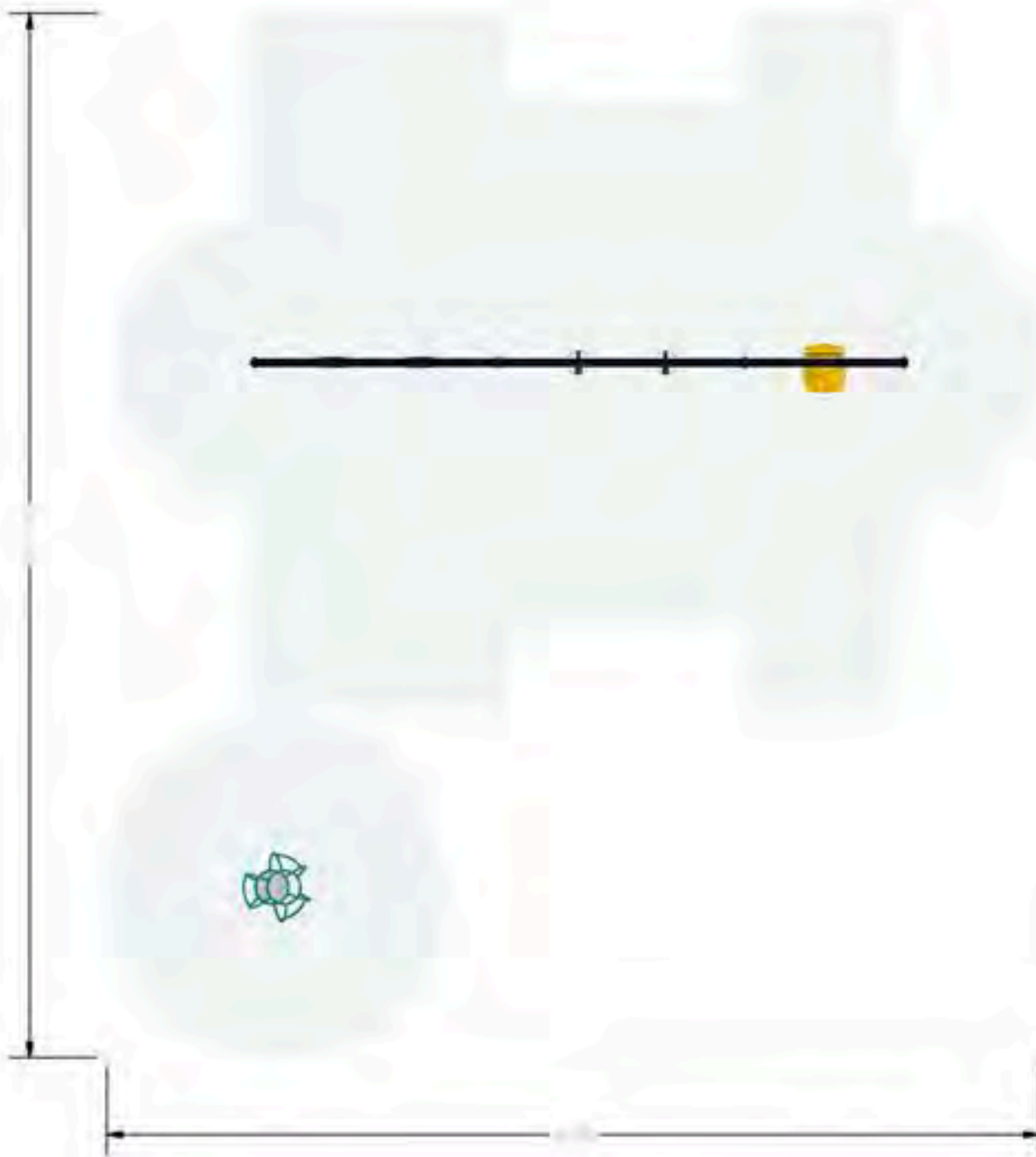
OVERALL BOUNDING OF USE ZONES
 Area: 4609.4 sq.ft.
 Perimeter: 271.9 ft.
STRUCTURE SIZE: 10"x71' 2"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
33	15 / 8	15 / 0	0 / 0	20 / 5	8 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS
33	15 / 0	0 / 0	20 / 5	8 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 4609.4 sq. ft.
Perimeter: 271.9 ft.
STRUCTURE SIZE: 10'x7'1" 2"
POST SIZE(S): 3.5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

Creekside Park
Willowbrook, IL 60527

01/23/2024

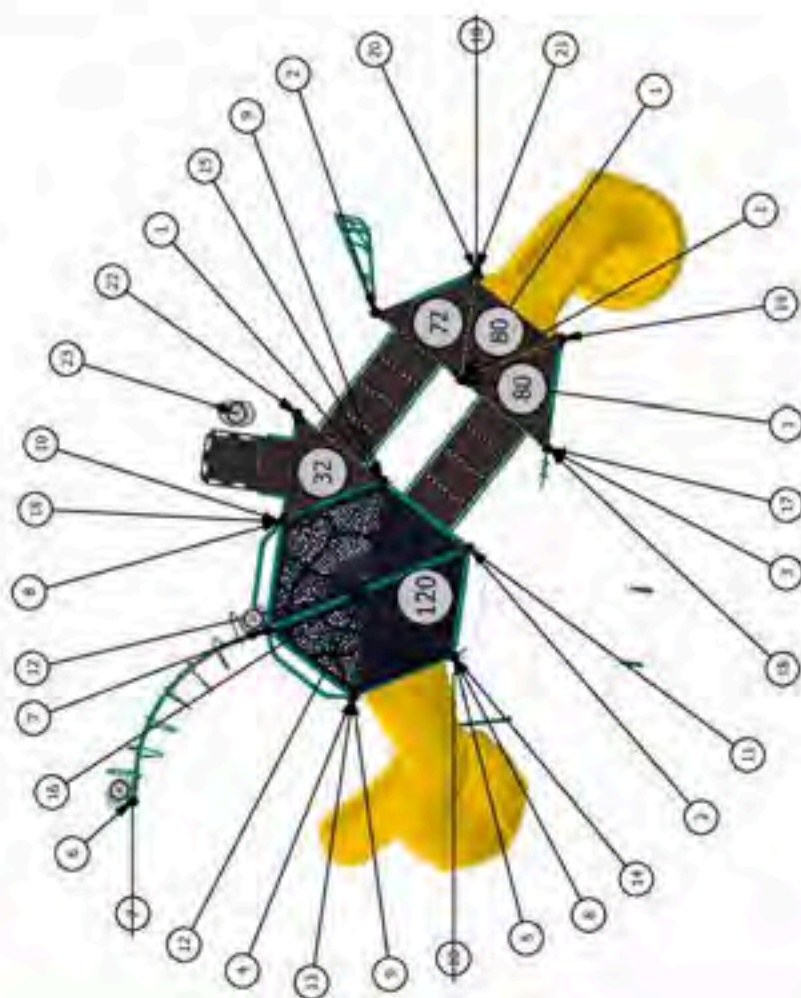
DESIGNED FOR AGES:
2 to 12

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129-160207-4

Designer: Stevie Rosenkranz

ITEM	COMP	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	320-0001	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
3	320-0202	RAIN CRESCENT PANEL
4	270-0131	HAIR HEXAGON PLATFORM
5	470-0014	EVOLUTION HEX ROOF
6	370-1675	STRAIGHT OVERHEAD, NUCLEUS
7	270-1605	CRYSTAL LAUNCH PAD
8	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
9	470-0006	EVOLUTION SIDE ROOF SUPPORT, LEFT
10	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
11	370-1706	NUCLEUS CORE CLIMBER, 16"
12	270-1703	NUCLEUS CORE CROSS SUPPORT
13	470-0114	CONRA SLIDE CORROSCOPIC LEFT 1.20"
14	370-0324	VICTORY CLIMBER
15	570-2756	PISTON PANEL
16	270-0120	EVOLUTION UNITARY ENCLOSURE
17	370-1666	SHASTA CLIMBER, 80"-90"
18	270-0122	EVOLUTION OFFSET ENCLOSURE
19	470-0872	EXTREME TWIST SPIRAL SLIDE
20	270-0009	8" CLOSURE PLATE, ELLIPSE
21	370-1605	VIA CLIMBER 64"-72"
22	270-1637	TRANSITION STATION, HORIZONTAL 12"
23	380-1364	1.6' HOMO BEAN STEP



SERIES Nucleus | Intensity | Burke Basics

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Creekside Park
Willowbrook, IL 60527

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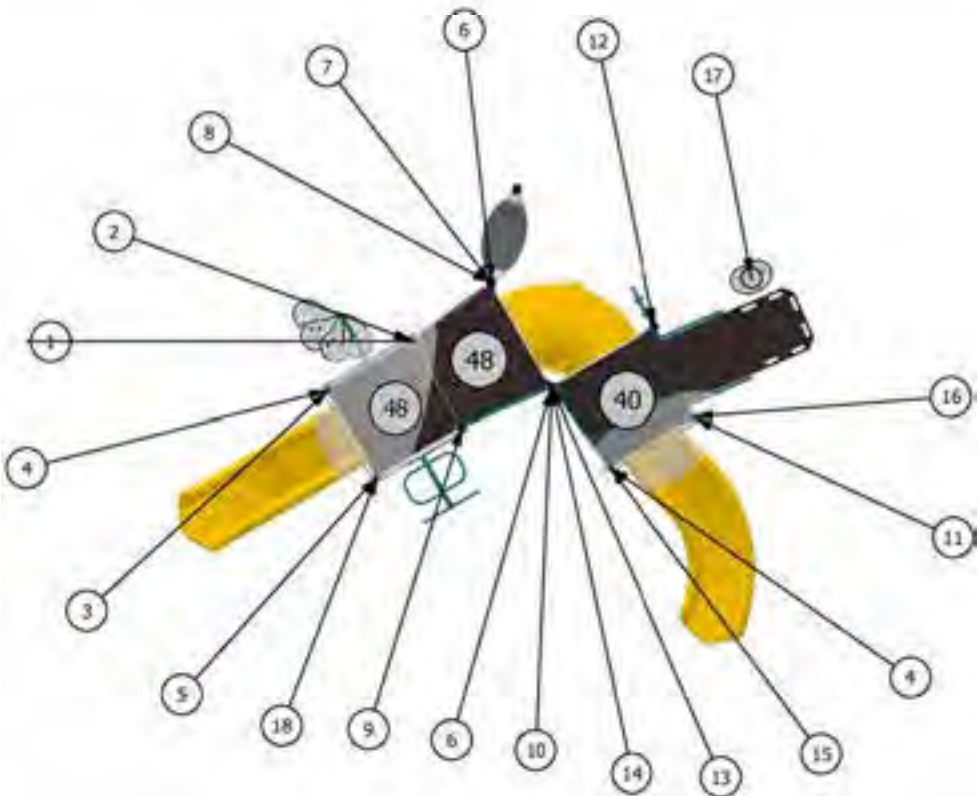
COMPONENT VIEW

01/23/2024

Play Illinois, LLC
129-160207-4

Designer: Stevie Rosenkranz

ITEM	COMP.	DESCRIPTION
1	290-0102	SQUARE PLATFORM
2	390-0283	PETAL STEP CLIMBER 40"-48" IMAGINATION
3	490-0132	ROCK N ROLL SLIDE 40"-48"
4	490-0134	IMAGINATION SLIDE SIT DOWN PANEL
5	390-0210	CENTIPEDE CLIMBER 48"-56" IMAGINATION
6	290-0103	TRAPEZOID PLATFORM
7	490-0189	HAMMOCK SEAT
8	590-0099	ACORN PANEL, 2-5 ABOVE PLATFORM
9	590-0398	PIPE WALL 2-5
10	590-0087	TIGHT 90 DEG TUNNEL
11	490-0106	ELATION ROOF 2 POST
12	590-0152	RAIN CRESCENT PANEL
13	390-0155	TREE BRANCH CLIMBER 40"
14	290-0111	CLIMBER ENCLOSURE 2-5
15	490-0186	MONACO SLIDE, 32"-40"
16	390-0148	TRANSFER STATION, HANDRAIL 40"
17	580-1364	LIL NOVO BEAN STEP
18	490-0108	ELATION ROOF 3 POST



SERIES Synergy | Burke Basics

GROUP:

2-5 Structure

DESIGNED FOR AGES:

2 to 5

COMPONENT VIEW

Creekside Park

Willowbrook, IL 60527

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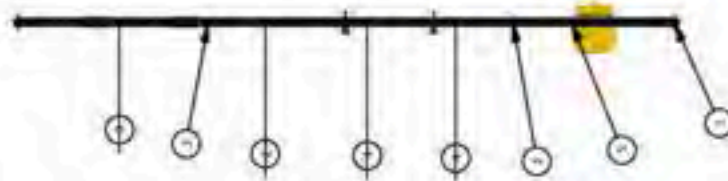
Play Illinois, LLC

129-160207-4

Designer: Stevie Rosenkrantz

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ITEM	COMP.	DESCRIPTION
1	550-0203	SINGLE POST SWING - SINGLE SEAT FRAME
2	550-0202	SINGLE POST SWING ADD-ON 5' CD
3	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
4	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
5	550-0171	FREEDOM SWING SEAT, 8' SEAT, STD CHAIN
6	560-2584	CONNECT II



SERIES Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Creekside Park
Willowbrook, IL 60527

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COMPONENT VIEW

01/23/2024

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129-160207-4

Designer: Stevie Rosenkranz



SERIES Nucleus | Intensity | Burke Basics | Synergy

ELEVATION VIEW

GROUP:
5-12 Structure|2-5 Structure|Freestanding

Creekside Park
Willowbrook, IL 60527

01/23/2024

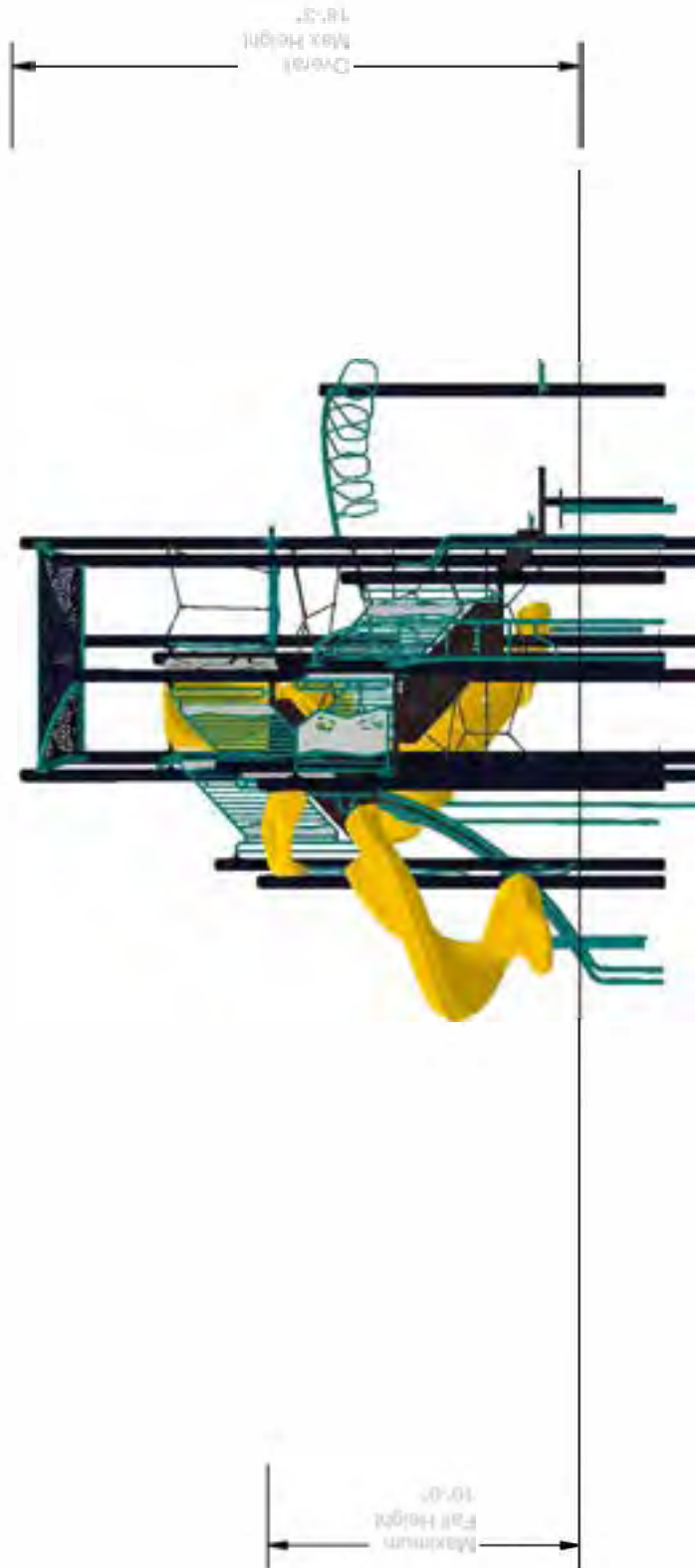
DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

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Designer: Stevie Rosenkranz

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SERIES Nucleus | Intensity | Burke Basics

ELEVATION VIEW

GROUP:
5-12 Structure

Creekside Park
Willowbrook, IL 60527

01/23/2024

DESIGNED FOR AGES:
5 to 12

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SERIES Synergy | Burke Basics

ELEVATION VIEW

GROUP:
2-5 Structure

Creekside Park
Willowbrook, IL 60527

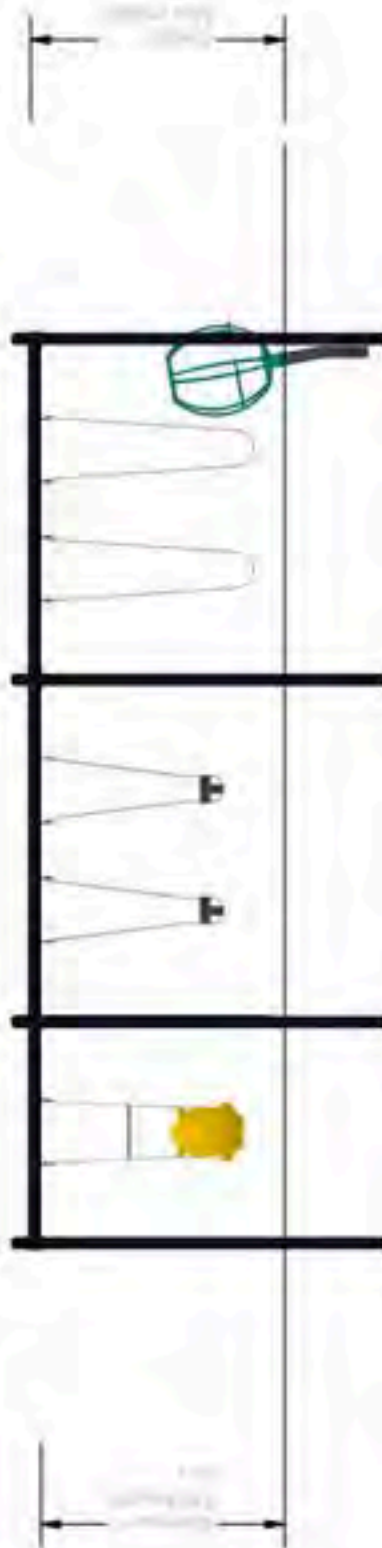
01/23/2024

DESIGNED FOR AGES:
2 to 5

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ELEVATION VIEW

GROUP:
Freestanding

Creekside Park
Willowbrook, IL 60527

01/23/2024

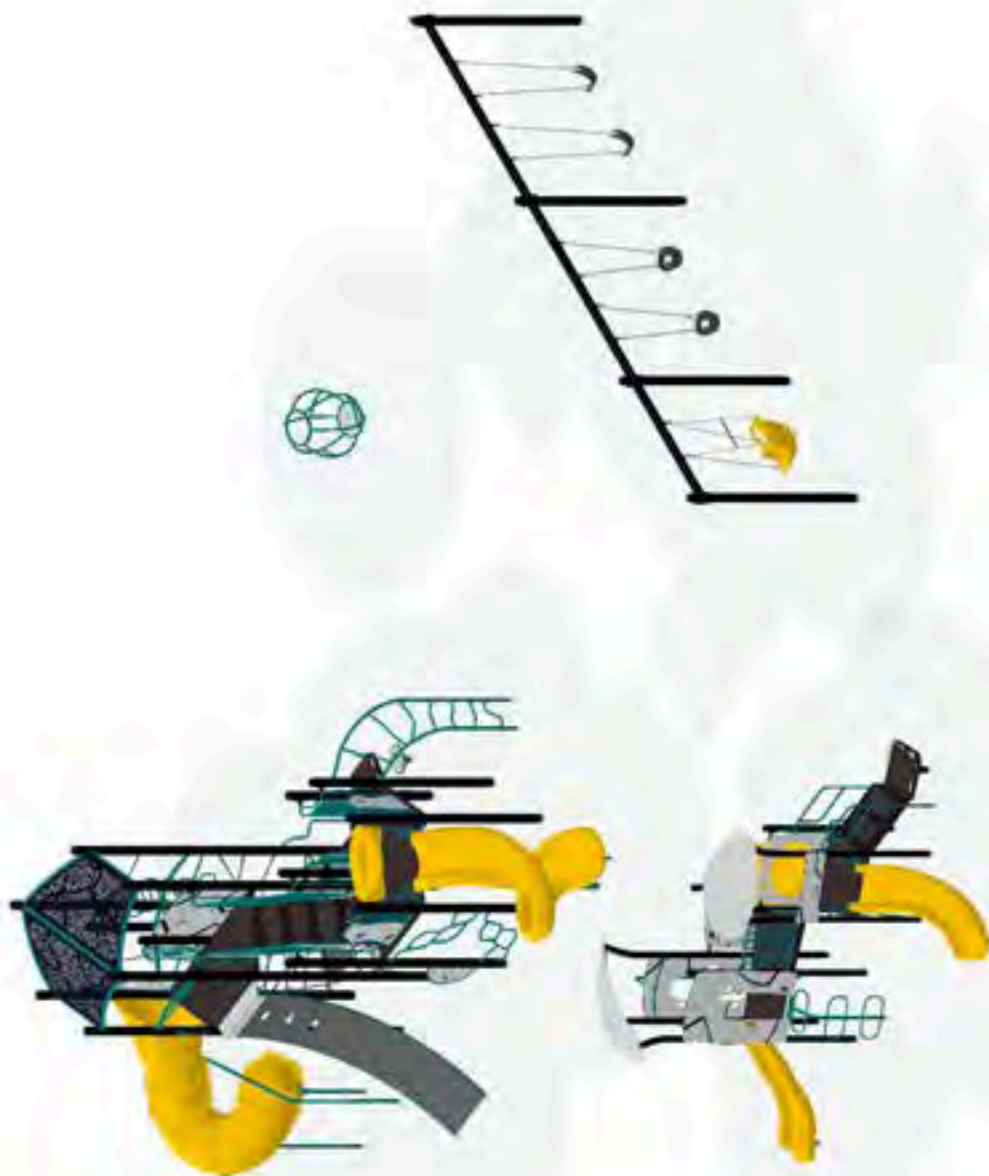
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SERIES Nucleus | Intensity | Burke Basics | Synergy

ISOMETRIC VIEW

GROUP:
5-12 Structure|2-5 Structure|Freestanding

Creekside Park
Willowbrook, IL 60527

01/23/2024

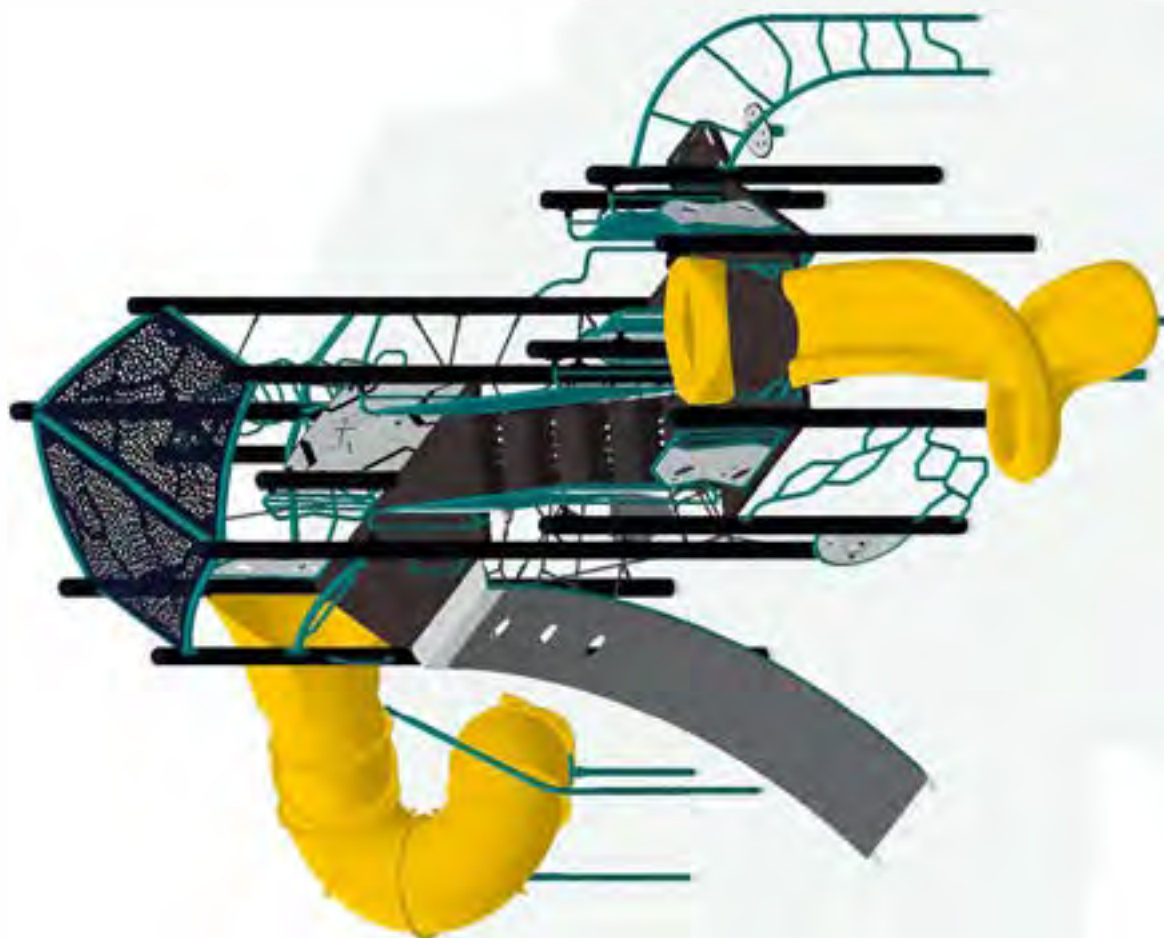
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SERIES Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
5-12 Structure

Creekside Park
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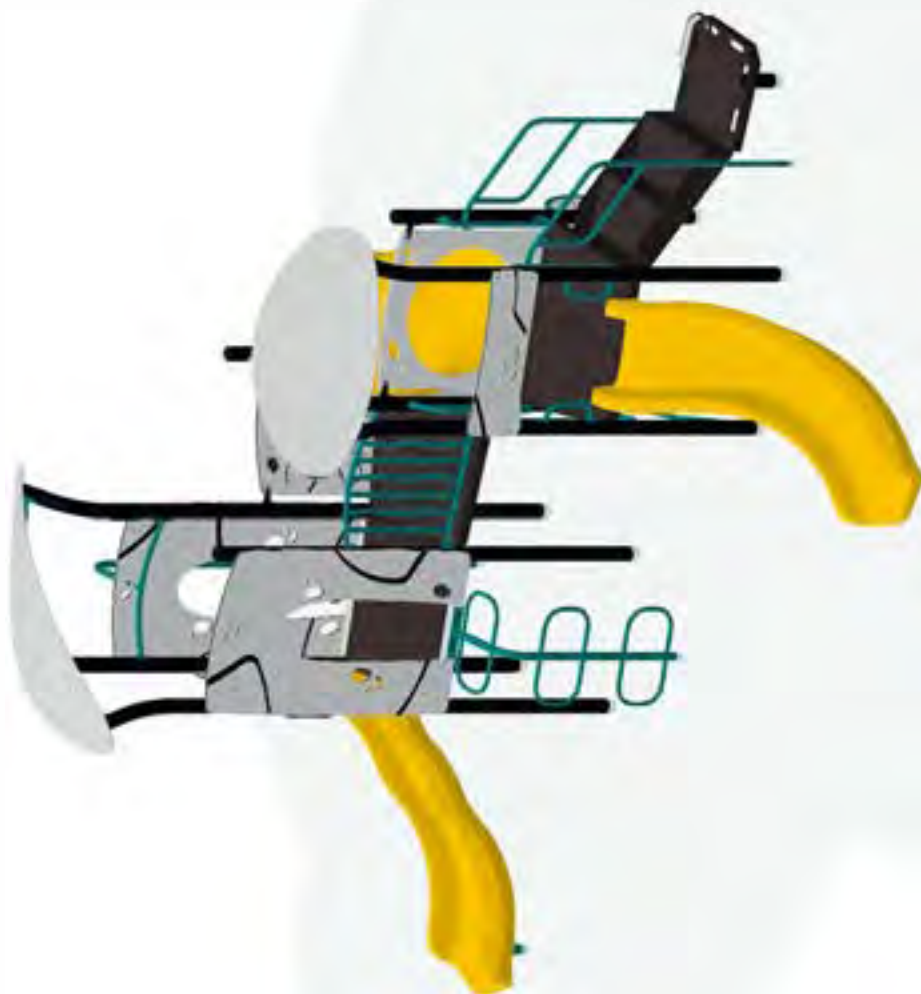
DESIGNED FOR AGES:
5 to 12

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SERIES Synergy | Burke Basics

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

Creekside Park
Willowbrook, IL 60527

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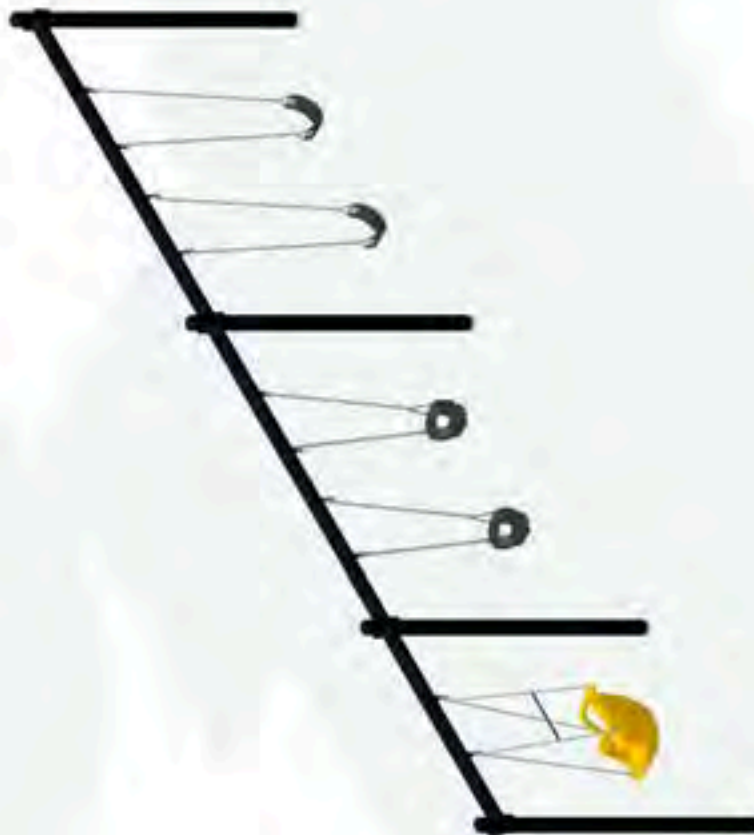
ISOMETRIC VIEW

01/23/2024

Play Illinois, LLC
129-160207-4

Designer: Stevie Rosenkranz

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SERIES Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Creekside Park
Willowbrook, IL 60527

Burke
PLAY THAT MOVES YOU

ISOMETRIC VIEW

01/23/2024

Play Illinois, LLC
129-160207-4

Designer: Stevie Rosenkranz

COLOR SELECTION LIST | Default Color Option

GROUP 1 (5-12 Structure)

Deck: Brown
Post: Navy
Flat: Gray
Acc: Aqua
Panel: Gray-Black-Gray
Plastic: Yellow

GROUP 2 (2-5 Structure)

Deck: Brown
Post: Navy
Panel: Gray-Black-Gray
Flat: Gray
Acc: Aqua
Plastic: Yellow

GROUP 3 (Freestanding)

Post: Navy
Deck: Brown
Plastic: Yellow
Flat: Gray
Acc: Aqua

COLORS THAT MOVE YOU

POWDER COAT PAINT



SOLIS HUE TOPPERS



ROCKIT CLIMBERS



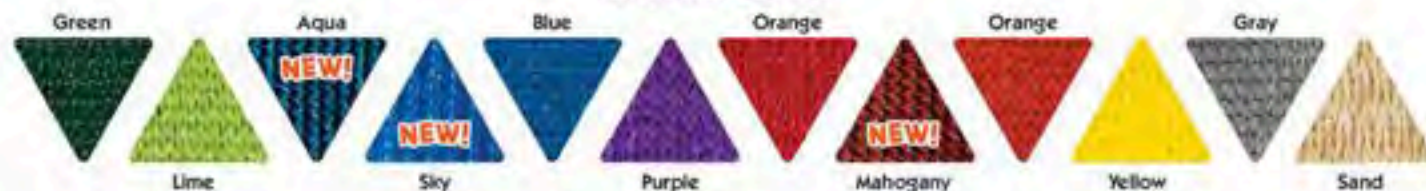
PLATFORMS



HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM

Burke

800.266.1250

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BC Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on Aluminum and Steel Upright posts (including Intensity®, Synergy™, Nuclease®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, H4/SORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoroConnect™ clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through fasteners and clamp systems (Synergy™, Intensity®, Nuclease®, Voltage®, Line Builders®, ELEVATE®).
- Twenty-five (25) Year Limited Warranty on spring assemblies and aluminum cast anodes.
- Fifteen (15) Year Limited Warranty on structure platforms and decks: metal roofs, table tops, bench tops, railings and benches against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components, including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadeRay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design look as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturalRay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause deterioration or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RoseVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on RayEsemble® cables and masts against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and control boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BC Burke Company, LLC using approved parts, have been maintained and inspected in accordance with BC Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above-stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in total compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover "cosmetic" defects, such as scratches, dents, staining, or fading, damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control, and:

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated as a component of any other product. If, after a reasonable number of resupply efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9290 or 1-800-356-9070.

01/2021



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: February 12, 2024

SUBJECT:

A RESOLUTION DECLARING THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MYS, INCORPORATED FOR THE LANE COURT BRIDGE DECK REPAIRS PROJECT

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve an agreement with MYS, Inc. for the Lane Court Bridge Deck Repairs Project.

BACKGROUND/SUMMARY

The Lane Court Bridge is a single vehicle bridge that provides access to six homes across Flagg Creek. Due to its age and steel plank design, portions of the steel planking below the asphalt deck surface have deteriorated and require replacement. Once these deteriorated steel planks are replaced, an entirely new asphalt binder and surface course of asphalt will be installed. The anticipated completion date for the project is April 30, 2024.

At the August 28, 2023, Committee of the Whole meeting, the extensive repairs required to the bridge were discussed. Christopher B. Burke Engineering (CBBEL) presented a repair plan and generated a request for a proposal to be released to the public. The bid opening was held on August 22, 2023, where one bid was received from Alliance Contractors Inc. at a cost of \$116,160. After receipt of this bid, due to the large discrepancy between the bid and the engineer's estimate, alternative repair models were reviewed, and a revised bid was released.

Staff hosted a bid opening on January 31, 2024, and received four bids. Christopher B. Burke Engineering reviewed all bids, verified performance and qualifications, and determined MYS, Inc. is the lowest responsive and responsive bidder in the amount of \$68,330. Three of the four bids were below the engineer's estimate of \$83,930 and are as follows:

<u>Company</u>	<u>Bid</u>
MYS, Inc.	\$68,330
Orange Crush, LLC	\$69,430
Martam Construction, Inc.	\$79,199
Alliance Contractors, Inc.	\$168,152
ENGINEER'S ESTIMATE	\$83,930

FINANCIAL IMPACT

Staff will propose a budget amendment in the amount of \$68,300 during an upcoming board meeting.

RECOMMENDED ACTION:

Staff requests the Village Board approve an agreement with MYS, Inc. for the necessary repairs needed on the Lane Court bridge.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 2, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Sean Halloran – Village Administrator

Subject: Lane Court Bridge Deck Repairs Project
Bid Results / Recommendation of Award
(CBBEL Project No.900144H200)

Dear Mr. Halloran:

On Wednesday, January 31, 2024 at 10:00 a.m. bids were received at the Village of Willowbrook, Village Hall and opened for the Lane Court Bridge Deck Repairs Project. Four (4) bid were received for this project. The bid has been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 83,930.00
1	ALLIANCE CONTRACTORS, INC.	\$ 168,152.00
2	MARTAM CONSTRUCTION, INC.	\$ 79,199.00
3	MYS, INC.	\$ 68,330.00
4	ORANGE CRUSH, LLC	\$ 69,430.00

MYS, Inc. (MYS) is the lowest qualified bidder with a Bid of \$ 68,330. MYS provided the appropriate bid submittal and documents and is licensed, bonded & insured. CBBEL believes that the MYS bid is in order. MYS is IDOT prequalified, provided sufficient references, and is qualified to perform this work.

CBBEL recommends that the Village accepts MYS's bid for the amount of \$ 68,330.00. Attached, please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,



Jeff Barnett, PE, SE
Project Manager

Village of Willowbrook
Lane Court Bridge Deck Repairs Project
Bid Tabulation
1/31/2024

				1		2		3		4			
				ENGINEER'S ESTIMATE		ALLIANCE CONTRACTORS		Martam Construction, Inc.		MYS Inc.		Orange Crush	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*40604010	HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N50	TON	6	\$ 605.00	\$ 3,630.00	\$ 2,200.00	\$ 13,200.00	\$ 575.00	\$ 3,450.00	\$ 2,000.00	\$ 12,000.00	\$ 1,500.00	\$ 9,000.00
67100100	MOBILIZATION	L SUM	1	\$ 4,800.00	\$ 4,800.00	\$ 42,350.00	\$ 42,350.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
*X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	52	\$ 100.00	\$ 5,200.00	\$ 1.00	\$ 52.00	\$ 72.00	\$ 3,744.00	\$ 100.00	\$ 5,200.00	\$ 90.00	\$ 4,680.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 13,500.00	\$ 13,500.00	\$ 3,000.00	\$ 3,000.00	\$ 12,800.00	\$ 12,800.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
*N/A	FURNISH AND INSTALL CONTECH BRIDGE PLANK 9"X3"	POUND	2270	\$ 20.00	\$ 45,400.00	\$ 25.00	\$ 56,750.00	\$ 19.10	\$ 43,357.00	\$ 9.00	\$ 20,430.00	\$ 15.00	\$ 34,050.00
*N/A	REMOVE AND REPLACE HMA BINDER COURSE AT PATCHES	SQ YD	24	\$ 475.00	\$ 11,400.00	\$ 2,200.00	\$ 52,800.00	\$ 452.00	\$ 10,848.00	\$ 550.00	\$ 13,200.00	\$ 550.00	\$ 13,200.00
TOTAL					\$ 83,930.00		\$ 168,152.00		\$ 79,199.00		\$ 68,330.00		\$ 69,430.00

RESOLUTION NO. 24-R-_____

**A RESOLUTION DECLARING THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE
CLERK TO EXECUTE AN AGREEMENT WITH MYS, INCORPORATED FOR THE
LANE COURT BRIDGE DECK REPAIRS PROJECT**

WHEREAS, the Village of Willowbrook (“Village”) advertised for competitive bids from contractors for the Lane Court Bridge Deck Repairs Project (the “Project”); and

WHEREAS, the submitted bids were publicly opened and reviewed on January 31, 2024 at 10:00 a.m. by Village staff and Christopher B. Burke Engineering, Ltd.; and

WHEREAS, of the four (4) bids submitted, opened and reviewed by the Village and Christopher B. Burke Engineering, Ltd., the Village declares MYS, Incorporated to be the lowest responsive and responsible bidder for the Project, at a total bid of Sixty-Eight Thousand Three Hundred Thirty and 00/100^{ths} Dollars (\$68,330.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as owner, that MYS, Incorporated is hereby declared to be the lowest responsive and responsible bidder for the Lane Court Bridge Deck Repairs Project, at a total bid of Sixty-Eight Thousand Three Hundred Thirty and 00/100^{ths} Dollars (\$68,330.00).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER 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 and attest, on behalf of the Village, to that certain Agreement with MYS, Incorporated to complete all work, furnish all the labor and materials necessary to complete the work for the Lane Court Bridge Deck Repairs Project, in an amount not to exceed Sixty-Eight Thousand Three Hundred Thirty and 00/100^{ths} Dollars (\$68,330.00), as set forth in the Agreement attached hereto as Exhibit “A”, which Agreement shall include the Notice to Contractors, all Certifications, Plans, Special Provisions, Bid Specifications, Bid Addendum #1, and MYS Incorporated’s Bid Response, is hereby approved.

PASSED and APPROVED this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

**LANE COURT BRIDGE DECK REPAIRS PROJECT CONTRACT, NOTICE TO
CONTRACTORS, CERTIFICATIONS, PLANS, SPECIAL PROVISIONS, BID
SPECIFICATIONS, BID ADDENDUM #1 AND MYS, INCORPORATED'S BID RESPONSE**

**VILLAGE OF WILLOWBROOK/MYS, INCORPORATED LANE COURT
BRIDGE DECK REPAIRS PROJECT AGREEMENT**

1. THIS AGREEMENT, made and concluded the _____ day of February, 2024 ,
Month and Year
between the Village of Willowbrook
acting by and through its Mayor and Board of Trustees known as the party of the first part, and
MYS, Incorporated its/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid Proposal for the Lane Court Bridge Deck Repairs Project, hereto attached as Exhibit "A" and made a part hereof, as if each term was repeated verbatim, to be made by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at its/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Plans, Specifications, Bid Specifications, Special Conditions, MYS, Incorporated's Bid Response and Bid Addendum #1, hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Certifications, Plans, Bid Specifications, Special Provisions, Bid Addendum #1, and MYS, Incorporated's Bid Response for the Lane Court Bridge Deck Repairs Project, in Willowbrook, Illinois approved by the Village of Willowbrook, DuPage County, of the State of Illinois on _____ are essential documents of this contract are attached hereto as Exhibit "A", as if restated herein verbatim.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

ATTEST: The Village of Willowbrook
By _____
Frank A. Trilla, Mayor
(If a Corporation)

Deborah A. Hahn,
Village Clerk

Corporate Name MYS, Incorporated
By _____
Party of the Second Part
(If a Co-Partnership)

ATTEST: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part

**VILLAGE OF WILLOWBROOK
NOTICE TO BIDDERS
FOR
LANE COURT BRIDGE DECK REPAIRS PROJECT**

The Village of Willowbrook is now accepting sealed bid proposals for the Lane Court Bridge Deck Repairs Project.

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Willowbrook, Illinois, will receive sealed bids at the Village Hall, 835 Midway Drive, Willowbrook, IL until January 31, 2024 at 10:00 a.m. local time for the LANE COURT BRIDGE DECK REPAIRS PROJECT, at which time the bids will be publicly opened and read aloud. Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of Willowbrook reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations. The Village of Willowbrook reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the Village.

DESCRIPTION OF WORK

The proposed work is officially known as "Lane Court Bridge Deck Repair Project" and further described as bridge deck repair and hot-mix asphalt resurfacing and patching on bridge deck all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).

AVAILABILITY OF CONTRACT DOCUMENTS

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #8919767 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

PRE-BID MEETING

A mandatory pre-bid meeting will be held at the Village Hall, 835 Midway Drive, Willowbrook, IL on January 22, 2024 at 10:00 a.m. local time.

The Village of Willowbrook will host a second mandatory pre-bid meeting at the Village Hall, 835 Midway Drive, Willowbrook, IL on January 26, 2024 at 9:00 a.m. local time for contractors that were unable to attend the January 22, 2024 pre-bid meeting. Attendance at either the January 22, 2024 pre-bid meeting or the January 26, 2024 pre-bid meeting is a mandatory bid requirement.

BID SECURITY

All bid proposals must be accompanied by a bid bond, certified check, or bank cashier's check payable to the Village of Willowbrook for ten (10) percent of the amount of the bid as provided

ADDENDUM #1
Village of Willowbrook
Lane Court Bridge Deck Repairs Project
Date: January 24, 2024

**** Please note that there is no change to the 10:00am, January 31, 2024 bid opening date and time**

**** Please note that no further questions will be accepted after 5:00 pm on January 26, 2024.**

Modification #1

The Village of Willowbrook will host a second mandatory pre-bid meeting at the Village Hall, 835 Midway Drive, Willowbrook, IL on January 26, 2024 at 9:00 a.m. local time for contractors that were unable to attend the January 22, 2024 pre-bid meeting. Attendance at either the January 22, 2024 pre-bid meeting or the January 26, 2024 pre-bid meeting is a mandatory bid requirement.

Questions from January 22, 2024 Pre-bid Meeting

Q1: For the deck patches, can HMA surface course be used in lieu of HMA binder course?

R1: Yes, an HMA surface course mix may be used in lieu of HMA binder course at deck patches.

Please acknowledge the receipt of this addendum by signing and including the attached form and addendum with the bid submission. If Addendum #1 and the attached form is not included with the bid submission, the bid may be disqualified.

ADDENDUM #1
Village of Willowbrook
Lane Court Bridge Deck Repairs Project
Date: January 24, 2024

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

Signed:

A black rectangular box redacting the signature.

MYS Incorporated

Name of Company

Type text here

MYS Inc - Lane Court

ITEM	DESC	UNIT	QTY	UNIT PRICE	TOTAL
40604010	HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N50	TON	6	\$2,000.00	\$12,000.00
67100100	MOBILIZATION	L SUM	1	\$10,000.00	\$10,000.00
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	52	\$100.00	\$5,200.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$7,500.00	\$7,500.00
N/A	FURNISH AND INSTALL CONTECH BRIDGE PLANK 9"X3"	POUND	2270	\$9.00	\$20,430.00
N/A	REMOVE AND REPLACE HMA BINDER COURSE AT PATCHES	SQ YD	24	\$550.00	\$13,200.00
					\$68,330.00

**VILLAGE OF WILLOWBROOK
CONTRACT DOCUMENTS
BID PROPOSAL (CONTINUED)**

Signed on this _____ day of _____, 2024.

If an individual or partnership, all individual names of each partner shall be signed:

By: _____

Print Name: _____

Position/Title: _____

By: _____

Print Name: _____

Position/Title: _____

Company Name.....: _____

Address line 1.....: _____

Address line 2.....: _____

Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: _____

Print Name: _____

Position/Title.....: _____

Company Name: _____

Address Line 1: _____

Telephone : _____



The VILLAGE is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

Taylor Yelnick, MYS (Name of Bidder), having submitted a bid on a contract for Lane Court Bridge Deck Repairs Project, to the VILLAGE, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 

Authorized Agent of BIDDER.

Subscribed and sworn to before me this 29 day of January, 2024.


Notary Public




The VILLAGE reserves the right to reject any or all bids, to waive technicalities in bidding.

BIDDER'S CERTIFICATION FORM (MATERIAL PROCUREMENT)

Taylor Yelnick MYS Inc (Name of Bidder), having submitted a bid on a contract for the Lane Court Bridge Deck Repairs Project to the VILLAGE, hereby certifies that said BIDDER has contacted all necessary subcontractors, material suppliers, vendors, etc. and has confirmed that materials are available upon request to complete said project by the completion date listed in the bid documents. Below, the BIDDER shall disclose to the VILLAGE all material procurement delays known at the time of bid:

Subcontractor/Material Supplier/Vendor	Material	Projected Lead Time
<u>Bridge Panels, concrete</u>	<u>concrete</u>	<u>5 weeks</u>

By: 
Authorized Agent of BIDDER

Subscribed and sworn to before me this 29 day of January, 2024.


Notary Public



The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding. The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this form. The VILLAGE reserves the right to terminate the contract at any time if the awarded BIDDER cannot complete the project by the completion date listed in the bid documents.

BIDDER'S CERTIFICATION OF PRIOR PUBLIC WORKS PROJECTS

Taylor Yelnick, being duly sworn and under oath states as follows:

1. I am the duly authorized agent of MKS Inc ("Bidder") and am authorized to execute this certification on behalf of the Bidder.
2. In the five (5) year period immediately preceding the date of this certificate, the Bidder served as a general CONTRACTOR or subcontractor for the State of Illinois ("state") or any county, township, municipality or other political subdivision of the State as listed on Exhibit "A".
3. For the ten (10) year period immediately preceding the date of this certificate, listed on Exhibit "B" are all projects or work where the Bidder was removed as a general CONTRACTOR or subcontractor, or was subject to the payment of damages, or was involved in any litigation as a party, or had a claim made against any bond posted by the Bidder.
4. The Bidder agrees that any misrepresentation in this certification shall be deemed to be a material breach of the Contract.

Affiant sayeth further naught.

[Redacted Signature]

Subscribed and Sworn to before
me this 29 day of January, 2024.

By:

[Redacted Signature]

Its authorized agent





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1/19/2024
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	62U51,62U57,62U58,62U60,62U65,62U66	62T05				
Contract With	IDOT	IDOT				
Estimated Completion Date	Dec 2023	DEC 2023				
Total Contract Price	1,853,749.93	412,484.18				Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	25,000.00	335,668.12				360,668.12
Uncompleted Dollar Value If Firm is the Subcontractor	0.00	0.00				0.00
						360,668.12

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Struct.		131,155.00				131,155.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		1,944.00				1,944.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		80,070.00				80,070.00
Pavement Markings (Paint)						0.00
Other Construction (List)		250.00				250.00
Mobilization		12,500.00				12,500.00
Litter Pick up Expressway	25,000.00					25,000.00
Other		15,700.00				15,700.00
Totals	25,000.00	241,619.00	0.00	0.00	0.00	266,619.00



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1/19/2024
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	0
Contract Number	62M59	62P53	62T92	62T16		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	July 2023	Jun 2023	Dec 2023	Dec 2024		
Total Contract Price	1,748,339.31	306,804.00	524,210.00	945,437.85		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	41,435.77	0.00	5,000.00	945,437.85		1,352,541.74
Uncompleted Dollar Value if Firm is the Subcontractor			0.00			0.00
Total Value of All Work						1,352,541.74

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

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

						Accumulated Totals
Earthwork				6,370.00		6,370.00
Portland Cement Concrete Paving				45,106.00		45,106.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				4,983.00		4,983.00
Highway, R.R. and Waterway Structures				50,050.00		181,205.00
Drainage	0.00					0.00
Electrical						0.00
Cover and Seal Coats	0.00			1,977.00		3,921.00
Concrete Construction	0.00			422,445.25		422,445.25
Landscaping			\$5,000.00			5,000.00
Fencing						0.00
Guardrail				108.00		108.00
Painting						0.00
Signing				863.52		863.52
Cold Milling, Planning & Rotomilling						0.00
Demolition		0.00				80,070.00
Pavement Markings (Paint)				1,622.04		1,622.04
Other Construction (List)				50,800.00		51,050.00
Mobilization	0.00	0.00		80,000.00		92,500.00
Litter Pick up Expressway						25,000.00
Other				7,900.00		23,600.00
Totals	0.00	0.00	5,000.00	672,224.81	0.00	943,843.81

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		MetroMex			
Type of Work		HMA			
Subcontract Price		25,216.88			
Amount Uncompleted		2,526.88			
Subcontractor		Work Zone Safety			
Type of Work		Traffic Control			
Subcontract Price		72,456.06			
Amount Uncompleted		18,330.00			
Subcontractor		Precision Pavt Mark			
Type of Work		Pavement Marking			
Subcontract Price		19,362.24			
Amount Uncompleted		19,362.24			
Subcontractor		Quality			
Type of Work		Seal and Grooving			
Subcontract Price		18,330.00			
Amount Uncompleted		18,330.00			
Subcontractor		Terrazas			
Type of Work		Structural Repairs			
Subcontract Price		35,500.00			
Amount Uncompleted		35,500.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	94,049.12	0.00	0.00	0.00

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

Subscribed and sworn to before me

this 29 day of January, 2024

Notary Public

My commission expires: 4/19/26



Type or Print Name

Officer or Director

Title

Signature

Company MYS INCORPORATED

Address 12416 S. HARLEM AVENUE

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Cardinal State	Ward and Assoc		Northern Cont.	
Type of Work	Landscaping	Struct Repair		Railing	
Subcontract Price	20,935.77	15,250.00		99,030.10	
Amount Uncompleted	20,935.77	0.00		99,030.10	
Subcontractor	Metromex	Integrity		Metromex	
Type of Work	HMA	Enviro Consult		HMA	
Subcontract Price	136,382.03	19,275.00		83,880.39	
Amount Uncompleted	0.00	0.00		83,880.39	
Subcontractor	TCP Inc.	Del Toro		Quality Saw	
Type of Work	Traffic Control	Landscaping		Bdeck Grooving	
Subcontract Price	156,918.76	23,130.00		12,343.07	
Amount Uncompleted	13,000.00	0.00		12,343.07	
Subcontractor	PPM Inc	Northern Contr		McGinty	
Type of Work	Pavment Mark	Railing		Landscaping	
Subcontract Price	37,678.85	16,920.00		12,355.40	
Amount Uncompleted	0.00	0.00		12,355.40	
Subcontractor	Quality Saw	Work Zone		D2K	
Type of Work	Sealant	traffic		Pav Marking	
Subcontract Price	26,665.00	12,800.00		48,324.08	
Amount Uncompleted	7,500.00	0.00		48,324.08	
Subcontractor	H&H Electric			D&R	
Type of Work	Electric			enviro	
Subcontract Price	434,734.13			17,280.00	
Amount Uncompleted	0.00			17,280.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	41,435.77	0.00	0.00	273,213.04	0.00

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

Subscribed and sworn to before me

this 29 day of January, 2024.

Type or Print Name

Signature

My commission expires: 4/19/26

(Notary Seal)



MARISSA YELNICK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 19, 2026

Company MYS INCORPORATED

Address 12416 S. HARLEM AVENUE
PALOS HEIGHTS, IL 60463

EXHIBIT "A"

[illegible]

Initial: _____ of _____



12416 HARLEM AVE, PALOS HEIGHTS, ILLINOIS 60463
PHONE: (708) 448-0983 FAX: (708) 448-8098
WWW.MYSINCORPORATED.COM

References 2023

Project Name: North Riverside Village Hall Parking Lot- Green Infrastructure Paving Improvements

Year Completed: 2023

Contract Value- \$1,525,000.00

Location and Agency: Village of North Riverside

Contact Person Name and Number: John E. Fitzgerald jfitzgerald@novotnyengineering.com
630-514-4623

Project Name: Sawmill Creek Pedestrian Bridge Replacement

Year Completed: 2023

Contract Value: \$696,000.00

Location and Agency: Forest Preserve District of Dupage County

Contact Person Name and Number: Christopher Welch cwelch@dupageforest.org
630-871-6411

Project Name: IDOT 62M59- Biesterfield at I-290 Bridge Rehabilitation

Year Completed: 2023

Contract Value: \$1,749,000.00

Location and Agency: Illinois Department of Transportation

Contact Person Name and Number: Bangash, Iqbal K Iqbal.Bangash@Illinois.gov
847-846-4328

Project Name: Irving Park Road Railroad Viaduct Enhancements

Year Completed: 2023

Contract Value: \$365,000.00

Location and Agency: Village of Schiller Park

Contact Person Name and Number: James G. Goumas jggoumas@ehancock.com
708-865-0300

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MYS, Inc.
12416 South Harlem Ave., Suite 101
Palos Heights, IL 60463

OWNER:

(Name, legal status and address)

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
801 Warrenville Road
Lisle, IL 60532

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

LANE COURT BRIDGE DECK REPAIRS PROJECT, CBBEL PROJECT NO. 900144.H200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provision conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of January, 2024

[Redacted Signature]
(Contractor)

[Redacted Signature]
(Witness) Maria A. Gonzalez

MYS, Inc.
(Principal) (Seal)

By: President
(Title)

Western Surety Company
(Surety) (Seal)

By: [Redacted Signature]
(Title) James E. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)


I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois

do hereby certify that James I. Moore Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 31st day of January, 2024




Notary Public

Maria A. Gonzalez

My Commission expires: September 25, 2026

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint James I. Moore, Individually of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: MYS, Inc.
Obligee: Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

[Redacted Signature]

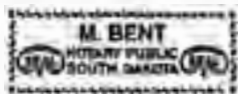
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority.

My commission expires

March 2, 2026



[Redacted Signature]

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of January, 2024.



WESTERN SURETY COMPANY

[Redacted Signature]

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: February 12, 2024

SUBJECT:

BORSE PARK STORM SEWER IMPROVEMENT PROJECT:

- a. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER REPLACEMENT PROJECT
- b. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE PARK SEWER LINING PROJECT

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests approval of a change order to the contracts with Mauro Sewer Construction for additional storm sewer replacement and with National Power Rodding for the reduction of storm sewer lining of the Borse Park storm sewer improvement project.

BACKGROUND/SUMMARY

On November 27, 2023, the Board approved contracts with both Mauro Sewer Construction for storm sewer replacement in the amount of \$68,875 and National Power Rodding for storm sewer lining in the amount of \$69,050, a total of \$137,925. Funding budgeted for the entire storm sewer improvement project was \$184,160, a savings of \$46,235.

During the cleaning and camera-survey of the storm sewer prior to the lining process, it was determined 127 feet had deteriorated past the point of accommodating lining alone and would need to be replaced. This will result in a \$28,040 addition to the Mauro Sewer Construction contract and a \$11,430 reduction in the National Power Rodding contract. These changes result in a net increase in the overall project cost of \$16,610, leaving the project still \$29,625 under budget.

FINANCIAL IMPACT

Staff budgeted a total of \$184,160 for the storm sewer improvement project of Borse Park. Total project cost was \$137,925, a savings of \$46,235 of which \$16,610 is being requested for a change order.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to action the change orders in the contracts with Mauro Sewer Construction for additional storm sewer replacement and National Power Rodding for the reduction of storm sewer lining of the Borse Park storm sewer improvement project.

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE
FOR THE BORSE PARK SEWER REPLACEMENT PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) entered into a contract with Mauro Sewer Construction, Inc. (“Mauro”) for the Borse Park Sewer Replacement Project (the “Project”); and

WHEREAS, the Village Engineer has recommended modifications which changes and increases the scope of the Sewer Replacement Project (the “Contract”); and

WHEREAS, Change Order Number One increases the contract price to the Contract by Twenty-Eight Thousand Forty and 00/100ths Dollars (\$28,040.00); and

WHEREAS, it is in the best interest of the Village to approve Change Order Number One.

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

SECTION 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

SECTION 2: Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities of the Village find that (1) the circumstances said to necessitate the changes to the Contract for the Project were not reasonably foreseeable at the time the Contract was bid; or (2) the changes to the Contract for the Project are germane to the original Contract as signed; and (3) the Change Order Number One is in the best interest of the Village.

SECTION 3: Compliance with the Public Works Contract Change Order Act. The corporate authorities of the Village further find that Change Order Number One does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that Change Order Number One does not authorize or necessitate an increase in the price of any subcontract under the Contract that is fifty percent (50%) or more of an original subcontract price.

SECTION 4: Authorization to Execute Change Order. The Village Administrator of the Village is hereby authorized to execute Change Order Number One to the Contract, which Change Order is hereby approved, in substantially the same form as is attached hereto, marked as Exhibit “A”, and made a part hereof, which results in a net increase to the original contract price with Mauro in the amount of Twenty-Eight Thousand Forty and 00/100ths (\$28,040.00) Dollars.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED and APPROVED this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**CHANGE ORDER NUMBER ONE
BORSE PARK SEWER REPLACEMENT PROJECT
MAURO SEWER CONSTRUCTION, INC.**

February 5, 2024

Mr. Rick Valent
Director of Public Works
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Re: **Borse Park-Storm Sewer Replacement (Contract A)**
Borse Park-Storm Sewer Lining (Contract B)
Change Order No. 1

Dear Rick,

The purpose of this correspondence is to provide a brief overview of the changes that have occurred to date on the above-referenced contracts and to present change orders for your consideration. There were circumstances which necessitated changes that were not known at the time this Contract was executed. For the sake of this correspondence, these changes have been lumped into two different categories, one for Contract A additions and one for Contract B deductions and are described as follows:

A. Storm Sewer Replacement (Contract A) Addition: The existing 18" storm sewer upstream from the 21" storm sewer scheduled to be replaced as part of this contract was originally scheduled to be lined by National Power Rodding under Contract B. Once the line in question was cleaned and televised by National Power Rodding and reviewed by our office and the Village Staff, it was determined that 127 feet of the existing 18" pipe had deteriorated past the point of lining and would need to be replaced. This will result in a \$28,040.00 addition to Contract A with Mauro Sewer Construction.

B. Storm Sewer Lining (Contract B) Deduction: The existing 18" storm sewer mentioned above in the "Storm Sewer Replacement (Contract A) Addition" paragraph will no longer require lining. This will result in a \$11,430.00 deduction to Contract B with National Power Rodding.

C. Summary of Changes:

Contract A Additions to Date.....	\$ 28,040.00
Contract B Deductions to Date	<u>\$ 11,430.00</u>
Net Change	\$ 16,610.00

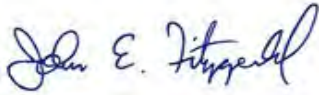
Mr. Rick Valent
February 5, 2024
Page 2

Enclosed please find two (2) copies of Change Order Number 1 for both Contract A and Contract B. If you concur, please have the Mayor sign all copies in the spaces provided and return a copy of each to our office, for our records.

If you should have any questions regarding this information, please feel free to contact me.

Sincerely,

Novotny Engineering

A handwritten signature in blue ink, reading "John E. Fitzgerald". The signature is fluid and cursive, with the first name "John" and last name "Fitzgerald" clearly legible.

John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Sean Halloran, Village Administrator, w/Enc.
AJ Passero, Public Works Foreman, w/Enc.
File No. 23004A & 23004B

Total Net Change	\$	<u>28,040.00</u>
Amount of Original Contract:	\$	<u>68,875.00</u>
Amount of Previous Change Orders:	\$	<u>-</u>
Amount of adjusted/final contract:	\$	<u>96,915.00</u>

Total net addition to date \$ 28,040.00 which is 40.71% % of the contract price.

State fully the nature and reason for the change: Addition of replacing 127 feet of 18" Storm Sewer upstream of the project.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

☐ The undersigned has determined that the change is germane to the original contract as signed.

☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: John E. Fitzgerald, P.E.

Village Engineer
Title of Preparer

For Municipal Projects
Municipal Officer
Frank A. Trilla, Village Mayor
Title of Municipal Officer
Date

Date:	<u>2/5/2024</u>	County	<u>DuPage</u>
Request No.	<u>1</u>	Road District or Municipality	<u>Willowbrook</u>
Contractor:	<u>National Power Rodding Corp.</u>	Section No.	<u>N/A</u>
Address:	<u>2500 W. Arthington Street</u>	Project No.:	<u>23004(B)</u>
	<u>Chicago, IL 60612</u>		

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices.

Printed 2/5/2024 1 of 2 BLR 13210 (Rev. 02/08/14)

Total Net Change	\$	(11,430.00)
------------------	----	-------------

Amount of Original Contract: \$ 69,050.00

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract:	\$	57,620.00
------------------------------------	----	-----------

Total net deduction to date \$ (11,430.00) which is -16.55% of the contract price.

State fully the nature and reason for the change: Deduction of 127 feet of 18" Cured In Place Pipe
(it will be replaced as part of Contract A)

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The undersigned has determined that the change is germane to the original contract as signed.
- ☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: John E. Fitzgerald, P.E.

Village Engineer
Title of Preparer

Title of Preparer

For Municipal Projects
Municipal Officer
Frank A. Trilla, Village Mayor
Title of Municipal Officer
Date

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE
FOR THE BORSE PARK SEWER LINING PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) entered into a contract with National Power Rodding Corp. (“National Power”) for the Borse Park Sewer Lining Project (the “Project”); and

WHEREAS, the Village Engineer has recommended modifications which changes and decreases the scope of the Sewer Lining Project (the “Contract”); and

WHEREAS, Change Order Number One reduces the contract price to the Contract by Eleven Thousand Four Hundred Thirty and 00/100th Dollars (\$11,430.00); and

WHEREAS, it is in the best interest of the Village to approve Change Order Number One.

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

SECTION 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

SECTION 2: Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities of the Village find that (1) the circumstances said to necessitate the changes to the Contract for the Project were not reasonably foreseeable at the time the Contract was bid; or (2) the changes to the Contract for the Project are germane to the original Contract as signed; and (3) the Change Order Number One is in the best interest of the Village.

SECTION 3: Compliance with the Public Works Contract Change Order Act. The corporate authorities of the Village further find that Change Order Number One does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that Change Order Number One does not authorize or necessitate an increase in the price of any subcontract under the Contract that is fifty percent (50%) or more of an original subcontract price.

SECTION 4: Authorization to Execute Change Order. The Village Administrator of the Village is hereby authorized to execute Change Order Number One to the Contract, which Change Order is hereby approved, in substantially the same form as is attached hereto, marked as Exhibit “A”, and made a part hereof, which results in a net decrease to the original contract price with National Power in the amount of Eleven Thousand Four Hundred Thirty and 00/100th Dollars (\$11,430.00).

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED and APPROVED this 12th day of February, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**CHANGE ORDER NUMBER ONE
BORSE PARK SEWER LINING PROJECT
NATIONAL POWER RODDING CORP.**

February 5, 2024

Mr. Rick Valent
Director of Public Works
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

Re: **Borse Park-Storm Sewer Replacement (Contract A)**
Borse Park-Storm Sewer Lining (Contract B)
Change Order No. 1

Dear Rick,

The purpose of this correspondence is to provide a brief overview of the changes that have occurred to date on the above-referenced contracts and to present change orders for your consideration. There were circumstances which necessitated changes that were not known at the time this Contract was executed. For the sake of this correspondence, these changes have been lumped into two different categories, one for Contract A additions and one for Contract B deductions and are described as follows:

A. Storm Sewer Replacement (Contract A) Addition: The existing 18" storm sewer upstream from the 21" storm sewer scheduled to be replaced as part of this contract was originally scheduled to be lined by National Power Rodding under Contract B. Once the line in question was cleaned and televised by National Power Rodding and reviewed by our office and the Village Staff, it was determined that 127 feet of the existing 18" pipe had deteriorated past the point of lining and would need to be replaced. This will result in a \$28,040.00 addition to Contract A with Mauro Sewer Construction.

B. Storm Sewer Lining (Contract B) Deduction: The existing 18" storm sewer mentioned above in the "Storm Sewer Replacement (Contract A) Addition" paragraph will no longer require lining. This will result in a \$11,430.00 deduction to Contract B with National Power Rodding.

C. Summary of Changes:

Contract A Additions to Date.....	\$ 28,040.00
Contract B Deductions to Date	<u>\$ 11,430.00</u>
Net Change	\$ 16,610.00

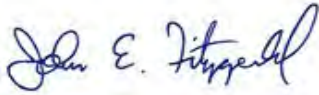
Mr. Rick Valent
February 5, 2024
Page 2

Enclosed please find two (2) copies of Change Order Number 1 for both Contract A and Contract B. If you concur, please have the Mayor sign all copies in the spaces provided and return a copy of each to our office, for our records.

If you should have any questions regarding this information, please feel free to contact me.

Sincerely,

Novotny Engineering

A handwritten signature in blue ink that reads "John E. Fitzgerald". The signature is fluid and cursive, with the first name "John" and last name "Fitzgerald" clearly legible.

John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Sean Halloran, Village Administrator, w/Enc.
AJ Passero, Public Works Foreman, w/Enc.
File No. 23004A & 23004B

BLR 13210 (Rev. 02/08/14)

Total Net Change	\$	<u>28,040.00</u>
Amount of Original Contract:	\$	<u>68,875.00</u>
Amount of Previous Change Orders:	\$	<u>-</u>
Amount of adjusted/final contract:	\$	<u>96,915.00</u>

Total net addition to date \$ 28,040.00 which is 40.71% % of the contract price.

State fully the nature and reason for the change: Addition of replacing 127 feet of 18" Storm Sewer upstream of the project.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

☐ The undersigned has determined that the change is germane to the original contract as signed.

☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: John E. Fitzgerald, P.E.

Village Engineer
Title of Preparer

For Municipal Projects
Municipal Officer
Frank A. Trilla, Village Mayor
Title of Municipal Officer
Date

Date:	<u>2/5/2024</u>	County	<u>DuPage</u>
Request No.	<u>1</u>	Road District or Municipality	<u>Willowbrook</u>
Contractor:	<u>National Power Rodding Corp.</u>	Section No.	<u>N/A</u>
Address:	<u>2500 W. Arthington Street</u>	Project No.:	<u>23004(B)</u>
	<u>Chicago, IL 60612</u>		

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices.

Printed 2/5/2024 1 of 2 BLR 13210 (Rev. 02/08/14)

Total Net Change	\$	(11,430.00)
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Amount of Original Contract: \$ 69,050.00

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract: \$ 57,620.00

Total net deduction to date \$ (11,430.00) which is -16.55% of the contract price.

State fully the nature and reason for the change: Deduction of 127 feet of 18" Cured In Place Pipe
(it will be replaced as part of Contract A)

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The undersigned has determined that the change is germane to the original contract as signed.
- ☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: John E. Fitzgerald, P.E.

Village Engineer
Title of Preparer

Title of Preparer

For Municipal Projects
Municipal Officer
Frank A. Trilla, Village Mayor
Title of Municipal Officer
Date



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 11.

DATE: February 12, 2024

SUBJECT:

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE
AGREEMENT (815 79th Street)**

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests approval of a contract to acquire the property at 815 79th St. for \$275,000.

FINANCIAL IMPACT

If approved, the purchase of the property will come from the Opportunity Reserve Fund.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to purchase the property at 815 79th Street.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT
(815 79th Street)

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

SECTION 1: The President and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook (“**Village**”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (“**TIF Act**”).
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 22-O-19, 22-O-20, and 22-O-21, adopted April 25, 2022, the Willowbrook Redevelopment Corridor TIF District (“**TIF District**”) was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 22-O-19, 22-O-20, and 22-O-21 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF District, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the “Property,” as defined in Section I.E. below.
- E. EWM, LLC (“**Seller**”) is the owner of the real estate and appurtenances attached thereto for the property commonly known as 815 79th Street, Willowbrook, Illinois, with permanent real estate index number 09-35-201-002 (“**Property**”).
- F. The Village desires to acquire the Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. It is the desire of the Seller to convey the Property to the Village on the terms set forth in the “Purchase and Sale Agreement,” and its accompanying exhibits, attached hereto as **EXHIBIT A** and made a part hereof (“**Agreement**”).
- H. It is in the best interest of the Village to acquire the Property, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to acquire the Property pursuant to the terms and conditions set forth in the Agreement, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such acquisition.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of February, 2024, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this ____ day of February, 2024, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

Mayor

APPROVED and FILED in my office this ____ day of February, 2024 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(attached)

**PURCHASE AND SALE AGREEMENT
(815 79th Street)**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of the Effective Date (as defined in Section 25 below) between **EWM, LLC**, an Illinois limited liability company (“**Seller**”) and the **VILLAGE OF WILLOWBROOK**, an Illinois home rule municipal corporation (“**Buyer**”).

A G R E E M E N T:

1. **BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND BOARD OF TRUSTEES OF BUYER.**

2. **SALE.** Seller, whose identity will be updated to conform with the owner of record set forth in the Title Commitment (as defined in Section 8 below), if the identity of Seller differs from the owner of record in the Title Commitment, agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, fee simple title to certain real property commonly known as 815 79th Street, Willowbrook, Illinois, permanent real estate index number 09-35-201-002, located in the County of DuPage (“**Property**”), which Property is legally described in **EXHIBIT A** attached hereto and made a part hereof, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein or adjacent thereto (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Property including, without limitation, Seller’s interest in all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer and water thereto, and (iv) Seller’s interest in tangible personal property located on the Property and used in connection with operation and maintenance of the improvements. The legal description will be updated to conform with the legal description from the Survey (as defined in Section 9 below), if the legal description from the Survey differs from that in **EXHIBIT A**.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$275,000.00 (“**Purchase Price**”). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) after crediting the Earnest Money and subject to the prorations and adjustments set forth herein.

4. **EARNEST MONEY.** Within five business days after the Effective Date, Buyer will deposit \$27,500.00 (“**Earnest Money**”) with the Title Company (as defined in Section 5 below), pursuant to mutually acceptable strict joint order escrow instructions. The Earnest Money will be applied to the Purchase Price on the Closing Date, if the Closing occurs.

5. **CLOSING DATE.** The closing (“**Closing**”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow (“**Escrow**”) on or before April 15, 2024 (“**Closing Date**”) at an office of First American Title Insurance Company (“**Title Company**”), or

at such other time and place, as mutually agreed to by the parties. The parties need not physically attend the Closing. Seller will pay the costs charged by the Title Company for the title policy with extended coverage and half of the escrow costs. Buyer will pay the costs charged by the Title Company for the Title Commitment, any title endorsements requested by Buyer, costs of recording the Deed, half of the escrow costs and the cost of the Survey. Buyer and Seller will each pay their respective attorney's fees.

6. **"AS IS/WHERE IS" TRANSACTION; BUYER'S INSPECTION.** This Agreement is for the sale and purchase of the Property in its "AS IS/WHERE IS" condition as of the Effective Date. Buyer acknowledges that no representations, warranties or guarantees of any kind with respect to the condition of the Property have been made by Seller other than those known defects, if any, disclosed by Seller. Within five business days after the Effective Date, Seller will deliver to Buyer title report(s), relevant recorded documents, available surveys, site plans and environmental and/or other reports, studies and documents in its possession regarding or related to the Property. Buyer may conduct an inspection prior to the Closing at Buyer's expense including, without limitation, Phase I and II Environmental Site Assessments and other inspections of the soil, groundwater, and other aspects of the Property and any structures thereon. In that event, Seller will make the Property available to Buyer's inspector prior to the Closing at reasonable times. Buyer will indemnify and hold harmless Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the documents and/or inspection reveals that the condition of the Property is unacceptable to Buyer and Buyer so notifies Seller within seven days prior to the Closing Date, this Agreement will be null and void. Failure of Buyer to notify Seller of cancellation or to conduct said inspection will operate as a waiver of Buyer's right to terminate this Agreement (except as set forth in Section 7 below).

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** Buyer will not be obligated to take title to the Property if, in Buyer's sole and exclusive judgment, for any reason whatsoever or for no reason at all, Buyer determines no less than seven days prior to the Closing Date to not acquire the Property. If, in the sole and exclusive judgment of Buyer, Buyer determines to not acquire the Property Buyer will have the right to revoke its acceptance of the Agreement, and to declare the Agreement and related Closing documents, if any, null and void. Said termination and revocation will only be valid if written notice is tendered to Seller no less than seven days prior to the Closing Date. Failure of Buyer to notify Seller within the timeframe stated herein, or to conduct said inspection, will operate as a waiver of Buyer's right to terminate this Agreement as provided for in this Section 7.

8. **TITLE INSURANCE.** Within 10 business days of the Effective Date, Buyer will obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over standard title exceptions ("***Title Commitment***"), together with copies of all underlying title documents listed in the Title Commitment ("***Underlying Title Documents***"), subject only to those matters described in **EXHIBIT B**, attached hereto and made a part hereof ("***Permitted Exceptions***"). If the Title Commitment, Underlying Title Documents or the Survey disclose exceptions to title, which are not acceptable to Buyer ("***Unpermitted Exceptions***"), Buyer will have 10 business days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer will provide Seller

with an objection letter (“**Buyer’s Objection Letter**”) listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have until the Closing (“**Seller’s Cure Period**”) to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidence by Buyer’s receipt of a proforma title policy (“**Proforma Title Policy**”) reflecting the Title Company’s commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon notice to Seller before the Closing, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, will be included within the definition of Permitted Exceptions. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. Buyer will pay the cost for any later date title commitments, and Buyer will pay for the cost of the later date to its Proforma Title Policy.

9. **SURVEY.** Prior to the Closing, Buyer will obtain an ALTA/NSPS as-built survey of the Property (“**Survey**”). The Survey will (a) be completed in accordance with the minimum standard detail requirements for as built ALTA/NSPS Land Title Surveys; (b) will be certified to Seller, Buyer, and the Title Company by such surveyor, and (c) will include ALTA/NSPS Standard Optional Table A Items: 2, 3, 4, 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 11, 13, 14, 16, 17, 18.

10. **DEED.** Seller must convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed (“**Deed**”) subject only to the Permitted Exceptions.

11. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of Buyer and Seller will be as follows:

- A. Seller will deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and property notarized Affidavit of Title;
 - iii. the original executed and property notarized Non-Foreign Affidavit;
 - iv. the original executed Bill of Sale;
 - v. counterpart originals of Seller’s Closing Statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA Statements and GAP Undertaking, such other documentation as is

reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in Buyer as of the Closing Date, subject only to the Permitted Exceptions.

- B. Buyer will deliver or cause to be delivered to the Title Company:
 - i. the balance of the Purchase Price, plus or minus prorations;
 - ii. counterpart originals of Seller's Closing Statement; and
 - iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. Buyer will prepare the Closing documents.
- D. The parties will jointly deposit fully executed Closing escrow instructions, State of Illinois Transfer Declarations, and County Transfer Declarations.

12. **POSSESSION.**

- A. Possession of the Property has been with Seller prior to the Effective Date.
- B. If the Closing occurs, possession of the Property will be finally and fully delivered to Buyer on the Closing Date, free and clear of any other parties.
- C. Seller agrees to deliver the Property to Buyer in broom clean condition.

All refuse and personal property that is not to be conveyed to Buyer will be removed from the Property at Seller's expense prior to delivery of possession. Buyer will have the right to inspect the Property, fixtures and included Personal Property prior to Closing to verify that the Property, improvements and included Personal Property are in substantially the same condition as of Effective Date, normal wear and tear excepted.

13. **PRORATIONS.** At Closing, the following adjustments and prorations will be computed as of the Closing Date and the balance of the Purchase Price will be adjusted to reflect such prorations. All prorations will be based on a 366-day year, with Seller having the day prior to Closing.

- A. **Real Estate Taxes.** General real estate taxes for 2023 and 2024 and subsequent years, special assessments and all other public or governmental charges against the Property, if any, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) will be adjusted and apportioned as of the Closing Date. If the

exact amount of general real estate taxes is not known at Closing, the proration will be based on 110% of the most recent full year tax bill, and will be conclusive, with no subsequent adjustment.

B. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two days before the Closing Date.

14. CONVEYANCE TAXES. The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller will furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

15. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing, and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. Violations of Zoning and Other Laws. Seller has received no written notice from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer will include all rights of Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. Pending and Threatened Litigation. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. Eminent Domain. To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. Access to Property Utilities. To the best knowledge and belief of Seller, No fact or condition exists which would result in the termination or impairment of access to the Property or

which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Agreement. Buyer will not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which Buyer will not have expressly and specifically previously acknowledged and agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents to the best of Seller's knowledge that the Property has no private easements.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller will furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of such breach of the above representations or warranties made hereunder, including all incidental and consequential damages which are incurred within one (1) year of the Closing. Notwithstanding the foregoing, the total amount of Seller's indemnification hereunder shall not exceed the Purchase Price. When used in this Section, the expression "to the best knowledge and belief of Seller," or words to that effect, is deemed to mean that Seller, without duty of examination, investigation or inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

16. **DAMAGE OR CONDEMNATION PRIOR TO CLOSING.** If prior to Closing the Property is destroyed or materially damaged by fire or other casualty, or the Property is taken by condemnation, then Buyer will have the option of either terminating this Agreement (and receiving a refund of Earnest Money) or accepting the Property as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller will not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois will be applicable to this Agreement, except as modified by this paragraph.

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. the covenants, representations and warranties of Seller contained in Section 15 hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. elect to enforce the terms hereof by action for specific performance; or
- ii. terminate this Agreement; or

- iii. proceed to Closing notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Agreement will always be non-exclusive and cumulative and the exercise of one remedy will not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy will be to terminate this Agreement and retain the Earnest Money.

D. Notwithstanding the foregoing, the parties agree that no default of or by either party will be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of five (5) business days from receipt of the notice to cure the default.

18. **BINDING EFFECT.** This Agreement will inure to the benefit of and will be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

19. **BROKERAGE; BULK SALES.**

A. Buyer represents that it has not retained a broker regarding the proposed transaction. Seller represents that it has not retained a broker regarding the proposed transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations will include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision will survive the Closing.

B. At least 20 days prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Revenue ("***Department***") of the intended sale of the Property and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (collectively the "***Bulk Sale Act***"). At or prior to the Closing, Seller must deliver to Buyer evidence that the sale of the Property to Buyer hereunder is not subject to, and does not subject Buyer to liability under the Bulk Sale Act ("***Release***"). At least 20 days prior to the Closing, Seller must, and Buyer may, notify the Illinois Department of Employment Security (the "***IDES***") of the intended sale of the Property and request the IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Section 2600 of the Illinois Unemployment Insurance Act (collectively part of the "***Bulk Sale Act***"). At or prior to the Closing, Seller must deliver to Buyer evidence that the sale of the Property to Buyer hereunder is not subject to, and does not subject Buyer to liability under the Bulk Sale Act (collectively, "***Release***"). Buyer may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department

or otherwise satisfying any amounts due under the Bulk Sale Act. Seller must indemnify, defend with counsel of Buyer's choosing, and hold harmless Buyer, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois. The foregoing indemnity will survive the Closing Date.

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement will be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or (C) by e-mail transmission on the day of transmission, or (D) by personal delivery, if addressed to the parties as follows:

To Seller: EWM, LLC
c/o Eric Meinke



With a copy to: James J. Karras, Esquire
Kelly & Karras, Ltd.
1010 Jorie Boulevard, Suite 100
Oak Brook, Illinois 60523
E-Mail: jjkarras@kellykarras.com

To Buyer: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Village Administrator
E-Mail: shalloran@willowbrook.il.us

With a copy to: Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Gregory T. Smith
E-Mail: gregory.smith@elrodfridman.com

Any party hereto may change the name(s), address(es) and e-mail address(es) of the designee to whom notice will be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

21. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other

prejudice of its rights hereunder. Such waiver by a party will, unless otherwise herein provided, be in a writing signed by the waiving party and delivered to the other party.

22. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by Buyer, an owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit will be substantially similar to the one in **EXHIBIT C** attached hereto and made a part hereof.

23. **ASSIGNMENT.** Buyer may freely assign and transfer Buyer's interest in this Agreement. If Buyer assigns and transfers its interest in this Agreement, Buyer will deliver to Seller a copy of the fully executed assignment and assumption. Notwithstanding any such assignment by Buyer, the Buyer making the assignment will remain liable to Seller for any and all obligations and liabilities imposed upon Buyer under this Agreement prior to the date of the assignment and the Buyer receiving the assignment will be liable to Seller for any and all obligations and liabilities imposed upon Buyer under this Agreement after to the date of the assignment.

24. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts will be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof will fall on a Saturday, Sunday or legal holiday, then the time of such performance will be extended to the next business day thereafter.

B. This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, will be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Section 15 will survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Section 15 of this Agreement will not be merged therein, but will remain binding upon and for the parties hereto until fully observed, kept or performed for a period of one (1) year.

D. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Procedures Act of 1974. In the event

that either party will fail to make appropriate disclosures when asked, such failure will be considered a breach on the part of said party.

E. The parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

F. The Section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

G. Whenever used in this Agreement, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

H. If Seller is a Trust, this Agreement is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or will at any time be asserted or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Agreement contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event Seller is a Trust as provided above, this Agreement will be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Agreement is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Agreement and the obligations set forth herein. All references to Seller's obligations, warranties and representations will be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

I. In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, will be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

J. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, will be invalid or unenforceable to any extent, the remainder of the provisions of

this Agreement will not be affected thereby, and every other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

K. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Electronic counterparts of this Agreement (including, without limitation, .pdf or image file format) as executed by the parties will be deemed and treated as executed originals for all purposes.

25. **EFFECTIVE DATE.** This Agreement will be deemed dated and become effective on the date that the authorized signatories of Buyer and Seller sign the Agreement, whichever is later.

26. **CONTRACT MODIFICATION.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, will be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) will have any force or effect whatsoever unless the same will be endorsed in writing and fully signed by Seller and Buyer.

27. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

- EXHIBIT A** Legal Description of the Property
- EXHIBIT B** Permitted Exceptions
- EXHIBIT C** Disclosure Affidavit

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

EWM, LLC,
an Illinois limited liability company

By: 
Name: Eric W. Meinke
Title: Member

Date Seller executed: 1/25/24

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal corporation

By: _____
Frank Trilla, Mayor

ATTEST:

By: _____
Deborah Hahn, Village Clerk

Date Buyer executed: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 in Gower Assessment Plat of part of the Northeast quarter of Section 35, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1945, as document 480834, in DuPage County, Illinois.

Property Address: 815 79th Street, Willowbrook, Illinois

PIN: 09-35-201-002

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2023 and 2024 real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines and easements, if any.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the land falling in 79th Street.
4. License agreement, and the terms and conditions relating to, but not limited to use of driveway encroachment recorded as Document Number 1982 47271.
5. Terms, provisions and conditions of an ordinance annexing territory to the Village of Willowbrook recorded December 4, 2007, as Document Number R2007 213639.
6. Per the survey by Jacob & Hefner dated July 27, 2022, the following:
 - A. Encroachment of the block and frame building located mainly on the land onto property east and adjoining by 1.20 to 2.33 feet.
 - B. Possible Encroachment of a concrete retaining wall onto property east and adjoining by 8.3 feet. Please note it is unclear as to the ownership of this wall.
 - C. It appears that the pavement gravel located mainly on the land continues onto the property west and adjoining near the south line of the land.
 - D. Rights of the public and quasi public utilities to maintain overhead wires.

EXHIBIT C
DISCLOSURE AFFIDAVIT
(attached)

State of Illinois)
)ss.
County of DuPage)

DISCLOSURE AFFIDAVIT

I, Eric W. Meinke, ("**Affiant**") am involved with the owner of 815 79th Street, Willowbrook, in DuPage County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the Member/Manager of the grantor ("**Grantor**") of the Real Estate (as defined below).

2. That the Real Estate (as defined herein) being conveyed to the "Grantee," as defined below, is described as:

Lot 2 in Gower Assessment Plat of part of the Northeast quarter of Section 35, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1945, as document 480834, in DuPage County, Illinois.

P.I.N.: 09-35-201-002

Commonly known as: 815 79th Street, Willowbrook, Illinois ("**Real Estate**").

3. That I understand that, pursuant to 50 ILCS 105/3.1, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent of Grantor to submit a sworn affidavit to the Village of Willowbrook, an Illinois municipal corporation ("**Grantee**"), disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in Grantor.

4. As the Member/Manager of the Grantor, I declare under oath that the members with more than 7 1/2% interest are Eric W. Meinke (100%).

This Disclosure Affidavit is made to induce the Grantee to acquire title to the Real Estate in accordance with 50 ILCS 105/3.1.


ERIC W. MEINKE

SUBSCRIBED AND SWORN to before me
this 25 day of January, 2024.


NOTARY PUBLIC

OFFICIAL SEAL
KAREN REYES
Notary Public - State of Illinois
My Commission Expires 3/20/2027