

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, MAY 13, 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 April 22, 2024 (APPROVE)
 - c. Warrants \$2,091,000.55
 - d. RECEIVE - NATIONAL PUBLIC WORKS WEEK (NPWW) MAY 19-25, 2024 PROCLAMATION

NEW BUSINESS

6. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE, WITH LANDWORKS, LTD. FOR THE BORSE MEMORIAL COMMUNITY PARK PHASE II IMPROVEMENT PROJECT (ADOPT)
7. ORDINANCE NO. - AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 740 67th PLACE, WILLOWBROOK, ILLINOIS (PASS)
8. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE USE OF ILLINOIS STATE POLICE RANGE FACILITIES (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 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. 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 Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Lora Flori, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Director of Public Works Rick Valent and Deputy Clerk Christine Mardegan.

ABSENT: Deputy Chief Ben Kadolph and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

After the pledge, Mayor Trilla announced a change in the order of the agenda to allow the Girl Scout recognition to precede Visitor's Business due to the number of visitors wishing to speak at the meeting. The minutes reflect the order in which the meeting proceeded.

5. RECOGNITION - GIRL SCOUTS

Mayor Trilla congratulated Reese Baughman, Sara Pelini and Clarie Weigus, Ambassador members of Girl Scout Troop 51190, for achieving the Gold Award, the highest award in Girl Scouting. All three have been members of the Girl Scouts since kindergarten at Gower West.

Through each level of Girl Scouts, they have earned and completed badges and journeys, earning the Bronze and Silver Awards along the way, and culminating in the final Gold Award.

The Mayor and Village offer congratulations and recognition of their major accomplishment.

Before proceeding to Visitor's Business, Mayor Trilla read the Mayor's Message:

Dear Residents of Willowbrook,

The Willowbrook Mayor and Board of Trustees take great pride in the diversity of our community. It is with respect to that diversity that we have an unwritten rule to refuse requests for "proclamations" on issues that may be deemed controversial, religious, federal, or international issues. We attempt to be respectful of all individual rights. It is our job to focus on enhancing the lives of Willowbrook residents by improving amenities, making operations efficient and resident friendly, all while keeping our taxes one of the lowest in DuPage County's 32 towns.

Our most recent accomplishment includes the Triple Crown accounting award and Tree City USA both have never been accomplished since we incorporated in 1960. We are currently redesigning and engineering Executive Drive in the industrial park, a need for over 25 years, which will be improved by this fall. Midway, Borse (donated by Willowbrook founder and first mayor Anton Borse), Farmingdale and Creekside Parks are all being redone this summer. Other major infrastructure projects include locating every underground pipe and valve throughout the entire Village to better locate issues hopefully before they happen is currently under way and approximately 60 percent complete.

Willowbrook is proud of the newly established WEDP (Willowbrook Economic Development Partnership). It is their task to meet current property owners and identify future opportunities that will result in a strong tax base to continue our low taxes going forward. (Our levy is \$15.00/\$300,000.00).

The Mayor and the Board of Trustees are accomplishing the responsibilities that are vital to our collective futures. We certainly do not endorse any insensitive, racist, or religious discrimination. We will continue to support productive discourse among our residents. We all have friends and families who have been affected by wars all over the world and share our empathy for the innocents who die in these conflicts.

4. VISITORS' BUSINESS

Visitors requesting to speak included:

Peter Kozak-Rivera
Hanna Hernandez
Nizam Khatib

Rev. Adam Dowd
Louie Rayal
Seadra Rayal

Eyad Elagha
Hatem Aghs
Alyssa Pavlich

The speakers urged the Mayor and Board of Trustees to pass a resolution supporting a ceasefire in the conflict currently ongoing in Gaza and support humanitarian relief efforts in the region. Many of the speakers spoke from personal experiences and thanked the Board for their time and consideration.

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 April 8, 2024 (APPROVE)
- c. Warrants \$ 1,454,942.87
- d. RECEIVE - ARBOR DAY April 26, 2024 PROCLAMATION

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. ORDINANCE NO. 24-0-13 - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION FOR 6134 BENTLEY AVENUE - SYRUX SUBDIVISION (PASS)

Director Krol noted that Ordinance 24-0-06 was unanimously approved by the Village Board on March 25, 2024, for a preliminary plat of subdivision for the Syrux Subdivision, a minor subdivision to resubdivide one (1) parcel into a two (2) lot residential subdivision that included two (2) zoning variations from the Unified Development Ordinance (UDO). This ordinance is for approval of the final plat as required by the UDO.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to pass Ordinance 24-0-13 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 24-R-25 - A RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF PARK FURNISHINGS AND FIXTURES FROM BELSON OUTDOORS, LLC FOR THE CREEKSIDER PARK PROJECT AND FARMINGDALE TERRACE PARK PROJECT AT A TOTAL COST NOT TO EXCEED \$23,050.09 (ADOPT)

Director Kleefisch presented the quote for park furnishings for the Creekside Park and Farmingdale Terrace Park renovations, part of the 24/25 Capital Improvement Projects budget. Belson Outdoors is the provider of our standard park equipment. Combining the purchase orders for multiple parks will save on shipping and freight expenses.

Creekside Park will receive four (4) benches, three (3) picnic tables, one (1) ADA picnic table, and one (1) double trash receptacle at a cost of \$9,661.45. Farmingdale Terrace Park will receive six (6) benches, two (2) picnic tables, one (1) ADA picnic table, and three (3) double trash receptacles at a cost of \$13,388.64. The combined total for the park furnishings is \$23,050.29.

Trustee Neal asked if there was an approximate delivery date and would the materials need to be stored before installation. Director Kleefisch indicated delivery is expected in four to six weeks, and plans have been made for storage as needed.

Trustee Davi asked if all the benches can be inscribed. Director Kleefisch confirmed that, moving forward, any bench purchased can become a memorial bench.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 24-R-25 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. 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.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Hahn had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran reported that the Executive Drive Project is about forty percent complete; great job by Director Valent and his team. Completion is expected by August.

Construction for Farmingdale Terrace Park should begin in the next two to three weeks. A letter will be sent to residents to keep them informed and updated. Creekside Park will begin later due to poor ground conditions from the rain.

Assistant Administrator Arteaga deserves credit for the development of the Capital Improvement Guide, an informative guide to projects around the Village for residents. Mr. Arteaga and Customer Service Representative Deanna Gregorich have been working on this for five months.

Last week the first administrative adjudication session was held with ten violations presented. The next hearing is scheduled in May.

Due to the efforts by and diligence of Trustee Neal and Assistant Village Administrator Arteaga, 62 years after incorporation, the Village of Willowbrook is designated for the first time a Tree City USA community.

13. MAYOR'S REPORT

Mayor Trilla had no report.

14. EXECUTIVE SESSION

There is no need for an Executive Session this evening.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 7:17 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

May 13, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 13, 2024

GENERAL CORPORATE FUND	-----	\$	520,475.68
WATER FUND	-----	\$	171,085.32
CAPITAL PROJECT FUND	-----	\$	1,146,915.63
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	252,523.92
 TOTAL WARRANTS	-----	\$	 2,091,000.55

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/24/2024	APCH	101817	CARL ANTHONY LEACH	ACTIVE ADULT PROGRAM	590-517	20	350.00
04/24/2024	APCH	101818	QUIK IMPRESSIONS GROUP	POSTAGE & METER RENT	455-311	10	3,193.82
04/25/2024	APCH	372 (E) *#	FIRST NATIONAL BANK OMAHA	SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
			**original check posted to FY24/25, **check 375 issued for correct allocation in FY23/24	FEES/DUES/SUBSCRIPTIONS			** VOIDED **
				COMMISSARY PROVISION			** VOIDED **
				INTERNET/WEBSITE HOSTING			** VOIDED **
				EDP LICENSES			** VOIDED **
				WELLNESS			** VOIDED **
				WELLNESS			** VOIDED **
				CONTINGENCIES			** VOIDED **
				COMMUNITY EVENTS			** VOIDED **
				ACTIVE ADULT PROGRAM			** VOIDED **
				SCHOOLS/CONFERENCES/TRAVEL			** VOIDED **
				OPERATING EQUIPMENT			** VOIDED **
				COMMODITIES			** VOIDED **
				MAINTENANCE			** VOIDED **
04/25/2024	APCH	375 (E) *#	FIRST NATIONAL BANK OMAHA	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	9.99
				FEES/DUES/SUBSCRIPTIONS	455-307	10	12.00
				COMMISSARY PROVISION	455-355	10	547.54
				INTERNET/WEBSITE HOSTING	460-225	10	1,724.84
				EDP LICENSES	460-263	10	934.01
				WELLNESS	480-276	10	27.99
				WELLNESS	480-276	10	24.36
				CONTINGENCIES	490-799	10	149.99
				COMMUNITY EVENTS	585-522	20	210.08
				ACTIVE ADULT PROGRAM	590-517	20	5,172.38
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	238.06
				OPERATING EQUIPMENT	630-401	30	385.71
				COMMODITIES	670-331	30	68.38
				MAINTENANCE	725-410	35	283.88
				CHECK APCHK 375(E) TOTAL FOR FUND 01:			9,789.21
04/26/2024	APCH	101819	THE DINNER DETECTIVE	ACTIVE ADULT PROGRAM	590-517	20	1,345.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/26/2024		APCH	101820	THE GOODMAN THEATRE	ACTIVE ADULT PROGRAM	590-517	20	1,050.00
					ACTIVE ADULT PROGRAM	590-517	20	320.00
					CHECK APCHK 101820 TOTAL FOR FUND 01:			1,370.00
04/26/2024		APCH	101821	THE JACOB HENRY MANSION ESTATE	ACTIVE ADULT PROGRAM	590-517	20	1,200.00
04/26/2024		APCH	374 (E) #	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	177.41
					FUEL/MILEAGE/WASH	550-303	20	2.00
					FUEL/MILEAGE/WASH	630-303	30	7,057.34
					FUEL/MILEAGE/WASH	630-303	30	944.14
					FUEL/MILEAGE/WASH	710-303	35	1,566.52
					FUEL/MILEAGE/WASH	810-303	40	4.00
					CHECK APCHK 374 (E) TOTAL FOR FUND 01:			9,751.41
05/01/2024		APCH	101822#	PETTY CASH OR CASH	PETTY CASH REVIVING	110-911	00	100.00
					ACTIVE ADULT PROGRAM	590-517	20	115.00
					ACTIVE ADULT PROGRAM	590-517	20	100.00
					ACTIVE ADULT PROGRAM	590-517	20	100.00
					ACTIVE ADULT PROGRAM	590-517	20	100.00
					SCHOOLS/CONFERENCES/TRAVEL	630-304	30	20.00
					CHECK APCHK 101822 TOTAL FOR FUND 01:			535.00
05/06/2024		APCH	101823	RANDOLPH ENTERTAINMENT LLC	ACTIVE ADULT PROGRAM	590-517	20	2,426.10
05/13/2024		APCH	101824	A FREEDOM FLAG CO	OPERATING SUPPLIES & EQUIPMENT	710-401	35	671.40
05/13/2024		APCH	101825#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	839.77
					INTERNET/WEBSITE HOSTING	460-225	10	127.96
					INTERNET/WEBSITE HOSTING	640-225	30	3,155.47
					INTERNET/WEBSITE HOSTING	715-225	35	128.23
					INTERNET/WEBSITE HOSTING	715-225	35	127.96
					INTERNET/WEBSITE HOSTING	715-225	35	127.96
					INTERNET/WEBSITE HOSTING	715-225	35	127.96
					CHECK APCHK 101825 TOTAL FOR FUND 01:			4,635.31
05/13/2024		APCH	101826	ADMINISTRATIVE CONSULTING SPECIA	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,083.33
05/13/2024		APCH	101827	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	21,985.00
05/13/2024		APCH	101828	APPLIED COMMUNICATIONS GROUP	MAINTENANCE - BUILDING	466-228	10	1,170.00
05/13/2024		APCH	101829	ASPEN AUTO BODY INC.	REIMBURSEMENTS - IRMA	310-901	00	1,666.28

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					REIMBURSEMENTS - IRMA	310-901	00	325.00
					CHECK APCHK 101829 TOTAL FOR FUND 01:			1,991.28
05/13/2024	APCH	101830	AT & T MOBILITY II LLC		PHONE - TELEPHONES	455-201	10	168.76
05/13/2024	APCH	101831	AXON ENTERPRISE, INC		OPERATING EQUIPMENT	630-401	30	889.46
					BODY CAMERAS	630-402	30	33,072.00
					CHECK APCHK 101831 TOTAL FOR FUND 01:			33,961.46
05/13/2024	APCH	101832	BESTWAY CHARTER TRANSPORTATION,		ACTIVE ADULT PROGRAM	590-517	20	650.00
05/13/2024	APCH	101833	BESTWAY CHARTER TRANSPORTATION,		ACTIVE ADULT PROGRAM	590-517	20	2,400.00
05/13/2024	APCH	101834	BESTWAY CHARTER TRANSPORTATION,		ACTIVE ADULT PROGRAM	590-517	20	650.00
05/13/2024	APCH	101835	BILL KAY CHEVROLET		MAINTENANCE - BUILDING	630-228	30	200.00
05/13/2024	APCH	101836*#	BRIGHTER ELECTRIC		CONTINGENCIES	490-799	10	12,000.00
05/13/2024	APCH	101837	BROWNELLS, INC.		FIRING RANGE	630-245	30	234.98
05/13/2024	APCH	101838*#	BUTTREY RENTAL SERVICE, INC.		MAINTENANCE - BUILDING	630-228	30	302.50
					MAINTENANCE - BUILDING	630-228	30	380.00
					CHECK APCHK 101838 TOTAL FOR FUND 01:			682.50
05/13/2024	APCH	101839	CASE LOTS, INC		MAINTENANCE - BUILDING	466-228	10	389.95
05/13/2024	APCH	101840	CHICAGO SUN-TIMES, INC		PRINTING & PUBLISHING	810-302	40	406.00
05/13/2024	APCH	101841	CHRISTOPHER B. BURKE		ENGINEERING SERVICES	820-262	40	220.00
					ENGINEERING SERVICES	820-262	40	358.00
					ENGINEERING SERVICES	820-262	40	1,636.88
					ENGINEERING SERVICES	820-262	40	358.00
					ENGINEERING SERVICES	820-262	40	306.50
					ENGINEERING SERVICES	820-262	40	1,702.50
					CHECK APCHK 101841 TOTAL FOR FUND 01:			4,581.88
05/13/2024	APCH	101842	COLLEGE OF DUPAGE		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	149.00
05/13/2024	APCH	101843#	COMCAST CABLE		INTERNET/WEBSITE HOSTING	640-225	30	238.54
					INTERNET/WEBSITE HOSTING	715-225	35	369.85
					CHECK APCHK 101843 TOTAL FOR FUND 01:			608.39

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/13/2024	APCH	101844#	COMED		RED LIGHT - ADJUDICATOR	630-246	30	45.03
					RED LIGHT - ADJUDICATOR	630-246	30	34.91
					RED LIGHT - ADJUDICATOR	630-246	30	46.39
					ENERGY - STREET LIGHTS	745-207	35	557.64
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	403.59
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	428.45
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	162.64
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	91.68
					CHECK APCHK 101844 TOTAL FOR FUND 01:			1,770.33
05/13/2024	APCH	101845	CONRAD POLYGRAPH INC		EXAMS - PHYSICAL	440-543	07	200.00
05/13/2024	APCH	101846	DACRA ADJUDICATION LLC		EDP LICENSES	460-263	10	2,500.00
05/13/2024	APCH	101847	DAVID WALEGA		OPERATING EQUIPMENT	630-401	30	56.00
05/13/2024	APCH	101848	DAVIS & STANTON, INC.		UNIFORMS	630-345	30	369.00
05/13/2024	APCH	101850	DRURY LANE THEATRE		ACTIVE ADULT PROGRAM	590-517	20	260.42
05/13/2024	APCH	101851	DU-COMM		RADIO DISPATCHING	675-235	30	90,022.50
					RADIO DISPATCHING	675-235	30	3,773.50
					CHECK APCHK 101851 TOTAL FOR FUND 01:			93,796.00
05/13/2024	APCH	101852	DUMEG - DUPAGE ENFORCE METRO GRP		FEES/DUES/SUBSCRIPTIONS	630-307	30	14,040.00
05/13/2024	APCH	101853#	DUPAGE COUNTY PUBLIC WORKS		SANITARY (825 MIDWAY)	570-250	20	10.52
					SANITARY USER CHARGE	725-417	35	29.50
					CHECK APCHK 101853 TOTAL FOR FUND 01:			40.02
05/13/2024	APCH	101854	DUPAGE COUNTY RECORDER		FEES - COURT REPORTER	520-246	15	107.00
05/13/2024	APCH	101855	DUPAGE MAYORS AND MGRS. CONF.		SCHOOLS/CONFERENCES/TRAVEL	410-304	05	100.00
05/13/2024	APCH	101856*#	ELROD FRIEDMAN LLP		FEES - VILLAGE ATTORNEY	470-239	10	4,268.50
					FEES - VILLAGE ATTORNEY	470-239	10	588.00
					FEES - VILLAGE ATTORNEY	470-239	10	175.00
					FEES - VILLAGE ATTORNEY	470-239	10	1,204.00
					FEES - VILLAGE ATTORNEY	470-239	10	2,254.50
					FEES - VILLAGE ATTORNEY	470-239	10	3,739.00
					FEES - VILLAGE ATTORNEY	470-239	10	245.00
					FEES - VILLAGE ATTORNEY	470-239	10	350.00
					FEES - VILLAGE ATTORNEY	470-239	10	1,169.00
					FEES - VILLAGE ATTORNEY	470-239	10	2,168.41

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 101856 TOTAL FOR FUND 01:			16,161.41
05/13/2024	APCH	101858*#	FALCO'S LANDSCAPING INC		STREET IMPROVEMENTS	765-685	35	2,925.00
					STREET IMPROVEMENTS	765-685	35	4,680.00
					CHECK APCHK 101858 TOTAL FOR FUND 01:			7,605.00
05/13/2024	APCH	101859	FEDERAL EXPRESS CORP.		POSTAGE & METER RENT	630-311	30	7.48
05/13/2024	APCH	101860*#	FOX TOWN PLUMBING INC		MAINTENANCE - EQUIPMENT	570-411	20	3,337.76
					MAINTENANCE - BUILDING	630-228	30	423.00
					CHECK APCHK 101860 TOTAL FOR FUND 01:			3,760.76
05/13/2024	APCH	101861	FRONTLINE PUBLIC SAFETY SOLUTION	EDP LICENSES		640-263	30	5,526.44
05/13/2024	APCH	101862	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING		630-228	30	275.00
05/13/2024	APCH	101863	GERARD WODKA	SCHOOLS/CONFERENCES/TRAVEL		630-304	30	53.07
05/13/2024	APCH	101864*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE		210-204	00	14,987.14
				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	44,708.12
				HEALTH/DENTAL/LIFE INSURANCE		710-141	35	4,816.64
				HEALTH/DENTAL/LIFE INSURANCE		810-141	40	6,167.98
				CHECK APCHK 101864 TOTAL FOR FUND 01:				79,702.81
05/13/2024	APCH	101865	HAYES MECHANICAL	MAINTENANCE - BUILDING		466-228	10	4,725.00
05/13/2024	APCH	101866#	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES		455-201	10	555.00
				PHONE - TELEPHONES		630-201	30	440.00
				CHECK APCHK 101866 TOTAL FOR FUND 01:				995.00
05/13/2024	APCH	101867#	HIGH STAR TRAFFIC	COMMUNITY EVENTS		585-522	20	1,300.00
				ROAD SIGNS		755-333	35	972.00
				ROAD SIGNS		755-333	35	1,642.90
				CHECK APCHK 101867 TOTAL FOR FUND 01:				3,914.90
05/13/2024	APCH	101868*#	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS		765-685	35	2,438.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					STREET IMPROVEMENTS	765-685	35	756.30
					CHECK APCHK 101868 TOTAL FOR FUND 01:			3,194.30
05/13/2024	APCH	101869	HOLLY SINE-RAMSDELL		ACTIVE ADULT PROGRAM	590-517	20	390.00
05/13/2024	APCH	101870*#	HOME DEPOT CREDIT SERVICES		STREET IMPROVEMENTS	765-685	35	337.91
05/13/2024	APCH	101871	HOUSEAL LAVIGNE ASSOCIATES LLC		SPECIAL PROJECTS	810-305	40	885.00
05/13/2024	APCH	101872	IAP AUDIO PRODUCTIONS		PHONE - TELEPHONES	455-201	10	300.00
05/13/2024	APCH	101873	IMMEDIATE RESPONSE TRAINING		OPERATING EQUIPMENT	630-401	30	2,465.00
05/13/2024	APCH	101874	INDUSTRIAL ELECTRICAL SUPPLY		MAINTENANCE - BUILDING	466-228	10	200.00
05/13/2024	APCH	101875	INT ASSOC OF CHIEFS OF POLICE IN		FEES/DUES/SUBSCRIPTIONS	630-307	30	875.00
05/13/2024	APCH	101876	INT. INST.OF MUNICIPAL CLERKS		FEES/DUES/SUBSCRIPTIONS	410-307	05	310.00
05/13/2024	APCH	101877	IRMA		SELF INSURANCE - DEDUCTIBLE	480-273	10	1,103.85
05/13/2024	APCH	101878	ITOUCH BIOMETRICS LLC		EDP LICENSES	640-263	30	1,980.00
05/13/2024	APCH	101879	JOSEPH LAVALLE		OPERATING EQUIPMENT	630-401	30	35.40
05/13/2024	APCH	101881	KING CAR WASH		FUEL/MILEAGE/WASH	630-303	30	300.00
05/13/2024	APCH	101882	KLOEPFER CONSTRUCTION, INC.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,095.80
05/13/2024	APCH	101883#	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 101883 TOTAL FOR FUND 01:			600.00
05/13/2024	APCH	101885	LAFORCE INC		OPERATING EQUIPMENT	630-401	30	49.50
05/13/2024	APCH	101887*#	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	12,540.00
05/13/2024	APCH	101888	LAW OFFICES STORINO RAMELLO&DURK		FEES - VILLAGE ATTORNEY	470-239	10	15,333.54
05/13/2024	APCH	101889	LEIGHTRONIX SERVICES		EDP LICENSES	460-263	10	1,295.00
05/13/2024	APCH	101890	LESLIE E GODDARD		ACTIVE ADULT PROGRAM	590-517	20	400.00
05/13/2024	APCH	101892	LOMAR CODE ENFORCEMENT		CODE ENFORCE INSPECTION	830-119	40	1,575.00
05/13/2024	APCH	101894	MARY ELLEN SPLENDORIA		STREET & ROW MAINTENANCE	750-328	35	360.00
05/13/2024	APCH	101895	MAUREEN O'HEARN		STREET & ROW MAINTENANCE	750-328	35	450.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/13/2024		APCH	101899	MIDWEST LEADERSHIP INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	650.00
05/13/2024		APCH	101900#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
					MAINTENANCE - BUILDING	466-228	10	11,880.00
					MAINTENANCE - EQUIPMENT	570-411	20	640.00
					MAINTENANCE - BUILDING	630-228	30	1,222.50
					CHECK APCHK 101900 TOTAL FOR FUND 01:			14,965.00
05/13/2024		APCH	101901	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
05/13/2024		APCH	101903#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	167.03
					SANITARY (825 MIDWAY)	570-250	20	163.16
					NICOR GAS (7760 QUINCY)	630-235	30	383.66
					NICOR GAS	725-415	35	252.51
					CHECK APCHK 101903 TOTAL FOR FUND 01:			966.36
05/13/2024		APCH	101904*#	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	6,350.00
					TREE MAINTENANCE	750-338	35	5,716.00
					CHECK APCHK 101904 TOTAL FOR FUND 01:			12,066.00
05/13/2024		APCH	101905	NORTHWESTERN UNIVERSITY	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	4,500.00
05/13/2024		APCH	101907	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	386.00
05/13/2024		APCH	101908	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	560.00
05/13/2024		APCH	101909	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	18.00
05/13/2024		APCH	101910	PATRICK BAIO	ACTIVE ADULT PROGRAM	590-517	20	176.40
05/13/2024		APCH	101912	PREMIER WORLD DISCOVERY	ACTIVE ADULT PROGRAM	590-517	20	6,000.00
05/13/2024		APCH	101913	QUIK IMPRESSIONS GROUP	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	2,586.78
05/13/2024		APCH	101914	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	40.00
					OPERATING EQUIPMENT	630-401	30	29.24
					OPERATING EQUIPMENT	630-401	30	302.36
					OPERATING EQUIPMENT	630-401	30	154.44
					OPERATING EQUIPMENT	630-401	30	38.52
					OPERATING EQUIPMENT	630-401	30	38.52
					OPERATING EQUIPMENT	630-401	30	32.76
					OPERATING EQUIPMENT	630-401	30	1,855.50
					CHECK APCHK 101914 TOTAL FOR FUND 01:			2,491.34

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/13/2024		APCH	101916	READY REFRESH	COMMISSARY PROVISION	455-355	10	379.07
05/13/2024		APCH	101917	RUSSO'S POWER EQUIPMENT	EMERGENCY EQUIPMENT	755-300	35	1,384.89
05/13/2024		APCH	101918	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	120.52
05/13/2024		APCH	101919	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,989.91
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,992.56
					CHECK APCHK 101919 TOTAL FOR FUND 01:			5,982.47
05/13/2024		APCH	101920#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,558.13
					ROUTE 83 BEAUTIFICATION	755-281	35	10,558.12
					CHECK APCHK 101920 TOTAL FOR FUND 01:			21,116.25
05/13/2024		APCH	101921	SHEEPDOG FIREARMS	AMMUNITION	630-346	30	8,697.00
05/13/2024		APCH	101922	SHEER GRAPHICS INC.	OFFICE SUPPLIES	455-301	10	398.00
05/13/2024		APCH	101924	SIGNS NOW	CONTINGENCIES	490-799	10	98.50
05/13/2024		APCH	101925	SILVIA RUPCICH	COMMODITIES	670-331	30	36.49
					COMMODITIES	670-331	30	122.68
					CHECK APCHK 101925 TOTAL FOR FUND 01:			159.17
05/13/2024		APCH	101926	SOLITUDE LAKE MANAGEMENT, LLC	MAINTENANCE - EQUIPMENT	570-411	20	401.44
05/13/2024		APCH	101927	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	450.00
05/13/2024		APCH	101928	STREICHER'S	AMMUNITION	630-346	30	208.90
					AMMUNITION	630-346	30	203.90
					CHECK APCHK 101928 TOTAL FOR FUND 01:			412.80
05/13/2024		APCH	101929	SUBURBAN DOOR CHECK & LOCK SERVI	OFFICE SUPPLIES	710-301	35	48.50
05/13/2024		APCH	101931	TETRA TECH, INC.	CONTINGENCIES	490-799	10	4,100.00
05/13/2024		APCH	101932#	THE BLUE LINE	PRINTING & PUBLISHING	435-302	07	325.00
					PERSONNEL RECRUITMENT	630-131	30	320.00
					CHECK APCHK 101932 TOTAL FOR FUND 01:			645.00
05/13/2024		APCH	101933	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
05/13/2024		APCH	101934	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
05/13/2024		APCH	101935	ULINE	FURNITURE & OFFICE EQUIPMENT	710-405	35	1,777.84

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/13/2024		APCH	101936*#	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	255.30
05/13/2024		APCH	101937*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,500.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,750.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,237.50
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,500.00
					CHECK APCHK 101937 TOTAL FOR FUND 01:			11,987.50
05/13/2024		APCH	101938#	US-BES	MAINTENANCE - BUILDING	466-228	10	425.00
					MAINTENANCE - BUILDING	630-228	30	425.00
					CHECK APCHK 101938 TOTAL FOR FUND 01:			850.00
05/13/2024		APCH	101941#	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	466-228	10	96.19
					MAINTENANCE - BUILDING	630-228	30	106.67
					OFFICE SUPPLIES	710-301	35	59.63
					CHECK APCHK 101941 TOTAL FOR FUND 01:			262.49
05/13/2024		APCH	101942#	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	455-301	10	243.96
					UNIFORMS	630-345	30	473.90
					CHECK APCHK 101942 TOTAL FOR FUND 01:			717.86
05/13/2024		APCH	101943	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
05/13/2024		APCH	101945	WORD SYSTEMS LLC	EDP LICENSES	640-263	30	4,964.00
					EDP LICENSES	640-263	30	5,500.00
					CHECK APCHK 101945 TOTAL FOR FUND 01:			10,464.00
05/13/2024		APCH	377 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	179.69
					COMMISSARY PROVISION	455-355	10	33.25
					BUILDING MAINTENANCE SUPPLIES	466-351	10	14.97
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	95.96
					ACTIVE ADULT PROGRAM	590-517	20	280.97
					OFFICE SUPPLIES	610-301	25	45.11
					FIRING RANGE	630-245	30	259.89
					OFFICE SUPPLIES	630-301	30	364.52
					OFFICE SUPPLIES	630-301	30	(160.50)
					UNIFORMS	630-345	30	24.38

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
				OPERATING EQUIPMENT		630-401	30	101.66
				COMMODITIES		670-331	30	178.14
				COMMODITIES		670-331	30	(32.80)
				OFFICE SUPPLIES		810-301	40	19.03
				CHECK APCHK 377(E) TOTAL FOR FUND 01:				1,404.27
				Total for fund 01 GENERAL FUND				520,475.68

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
04/25/2024		APCH	372 (E)*#	FIRST NATIONAL BANK OMAHA	SCHOOLS CONFERENCE TRAVEL			** VOIDED **
					FEES DUES SUBSCRIPTIONS			** VOIDED **
04/25/2024		APCH	375 (E)*#	FIRST NATIONAL BANK OMAHA	SCHOOLS CONFERENCE TRAVEL	401-304	50	158.80
					FEES DUES SUBSCRIPTIONS	401-307	50	83.00
					CHECK APCHK 375 (E) TOTAL FOR FUND 02:			241.80
05/13/2024		APCH	101836*#	BRIGHTER ELECTRIC	VEHICLE MAINTENANCE	401-350	50	285.00
05/13/2024		APCH	101849	DROPCOUNTR INC	EDP LICENSES	417-263	50	5,000.00
05/13/2024		APCH	101857	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
05/13/2024		APCH	101858*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	7,150.00
					SPOILS HAULING SERVICES	430-280	50	8,800.00
					CHECK APCHK 101858 TOTAL FOR FUND 02:			15,950.00
05/13/2024		APCH	101864*#	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 101864 TOTAL FOR FUND 02:			7,034.93
05/13/2024		APCH	101870*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	693.46
					VEHICLE MAINTENANCE	401-350	50	326.71
					MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	467.42
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	13.36
					CHECK APCHK 101870 TOTAL FOR FUND 02:			1,500.95
05/13/2024		APCH	101884	LA FASTENERS INC	VEHICLE MAINTENANCE	401-350	50	3.66
05/13/2024		APCH	101887*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
05/13/2024		APCH	101897	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
					PHONE - TELEPHONES	401-201	50	138.00
					MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	417.75
					CHECK APCHK 101897 TOTAL FOR FUND 02:			693.75
05/13/2024		APCH	101898	MID AMERICAN WATER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,043.04
05/13/2024		APCH	101923	SHOREWOOD HOME AND AUTO INC	VEHICLE MAINTENANCE	401-350	50	25.65

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
05/13/2024		APCH	101930*#	TAMELING INDUSTRIES	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	774.00
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	4,430.60
					CHECK APCHK 101930 TOTAL FOR FUND 02:			5,204.60
05/13/2024		APCH	101936*#	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	798.00
05/13/2024		APCH	101940	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	896.61
					POSTAGE & METER RENT	401-311	50	833.59
					CHECK APCHK 101940 TOTAL FOR FUND 02:			1,730.20
05/13/2024		APCH	378 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	120,013.74
					Total for fund 02 WATER FUND			171,085.32

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
04/25/2024		APCH	372 (E)*#	FIRST NATIONAL BANK OMAHA	EXECUTIVE DRIVE PROJECT			** VOIDED **
04/25/2024		APCH	375 (E)*#	FIRST NATIONAL BANK OMAHA	EXECUTIVE DRIVE PROJECT	600-309	55	122.46
05/13/2024		APCH	101838*#	BUTTREY RENTAL SERVICE, INC.	EXECUTIVE DRIVE PROJECT	600-309	55	395.00
05/13/2024		APCH	101858*#	FALCO'S LANDSCAPING INC	MIDWAY PARK UPGRADE	600-342	55	3,400.00
05/13/2024		APCH	101860*#	FOX TOWN PLUMBING INC	MIDWAY PARK UPGRADE	600-342	55	4,625.00
05/13/2024		APCH	101868*#	HINSDALE NURSERIES, INC.	MIDWAY PARK UPGRADE	600-342	55	3,276.00
05/13/2024		APCH	101870*#	HOME DEPOT CREDIT SERVICES	MIDWAY PARK UPGRADE	600-342	55	34.97
05/13/2024		APCH	101880	KIESLER'S POLICE SUPPLY INC	OFFICER SAFETY	600-321	55	4,683.84
05/13/2024		APCH	101886	LANDWORKS LTD	MIDWAY PARK UPGRADE	600-342	55	225,309.55
05/13/2024		APCH	101891	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II	600-347	55	3,000.00
05/13/2024		APCH	101893	MARTAM CONSTRUCTION, INC.	EXECUTIVE DRIVE PROJECT	600-309	55	617,668.20
					MIDWAY PARK UPGRADE	600-342	55	12,726.42
					CHECK APCHK 101893 TOTAL FOR FUND 10:			630,394.62
05/13/2024		APCH	101896	MAURO SEWER CONSTRUCTION, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	25,940.41
05/13/2024		APCH	101902	MYS INCORPORATED	LANE COURT BRIDGE REPAIRS	600-349	55	78,750.00
05/13/2024		APCH	101904*#	NJ RYAN TREE & LANDSCAPE LLC	EXECUTIVE DRIVE PROJECT	600-309	55	7,480.00
05/13/2024		APCH	101906	NUTOYS LEISURE PRODUCTS	FARMINGDALE TERRACE PROJECT	600-346	55	105,609.00
05/13/2024		APCH	101915	RCH ROOFING CONSTRUCTION	MIDWAY PARK UPGRADE	600-342	55	625.45
05/13/2024		APCH	101930*#	TAMELING INDUSTRIES	MIDWAY PARK UPGRADE	600-342	55	113.40
05/13/2024		APCH	101937*#	UNDERGROUND PIPE SOLUTIONS	EXECUTIVE DRIVE PROJECT	600-309	55	3,487.50
05/13/2024		APCH	101939	UTILITY DYNAMICS CORPORATION	RADIO REPLACEMENT	600-319	55	49,668.43
					Total for fund 10 CAPITAL PROJECT FUND			1,146,915.63

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
05/13/2024		APCH	101856*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	875.00
					LEGAL FEES	401-242	15	6,164.50
					CHECK APCHK 101856 TOTAL FOR FUND 15:			7,039.50
05/13/2024		APCH	101864*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
05/13/2024		APCH	101911	PETE'S FRESH MARKET	SALES TAX REBATE - PFM	455-514	15	141,382.91
05/13/2024		APCH	101944	WILLOWBROOK TOWN CENTER LLC	SALES TAX REBATE- TOWN CENTER	455-513	15	103,718.87
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			252,523.92
					TOTAL - ALL FUNDS			2,091,000.55

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

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



National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life For All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Village of Willowbrook and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Village of Willowbrook to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Frank A. Trilla, Mayor of the Village of Willowbrook, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village to be affixed,

DONE at the Village of Willowbrook, Illinois this 13th day of May 2024.

Attest / Seal

Frank A Trilla, Mayor

Deborah A. Hahn, Village Clerk



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: May 13, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE, WITH LANDWORKS, LTD. FOR THE BORSE MEMORIAL COMMUNITY PARK PHASE II IMPROVEMENT PROJECT

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 approve the contract for Park improvements for the Borse Memorial Community Park Project Phase II to Landworks Limited for the amount of \$1,451,228.97

BACKGROUND/SUMMARY

Throughout the last two years, three Capital Improvement Project Open House meetings were held for the Borse Memorial Community Park Project. In Fiscal Year 2023-24, Phase I of the project was completed, which included a new permeable paver parking lot and stormwater lining and replacement. For Phase II, there are several amenities that will be developed that were brought up in Capital Improvement Project Open House meetings and also in the community survey for parks and recreation. The amenities requested in the community survey were more walking paths, increased beautification of the parks, pickleball, and family-oriented recreational opportunities.

After the first budget workshop, the Board provided positive direction on moving forward with the concept, design, and amenities presented for Phase II. This portion of the project will include the following upgrades:

- Extension of the walking path along the west side of the park.
- Eight (8) new pickleball courts will be constructed where the sand volleyball nets are located.
- New softball batting cage, bullpen, and warm-up area.
- Streambank restoration and pond enhancement

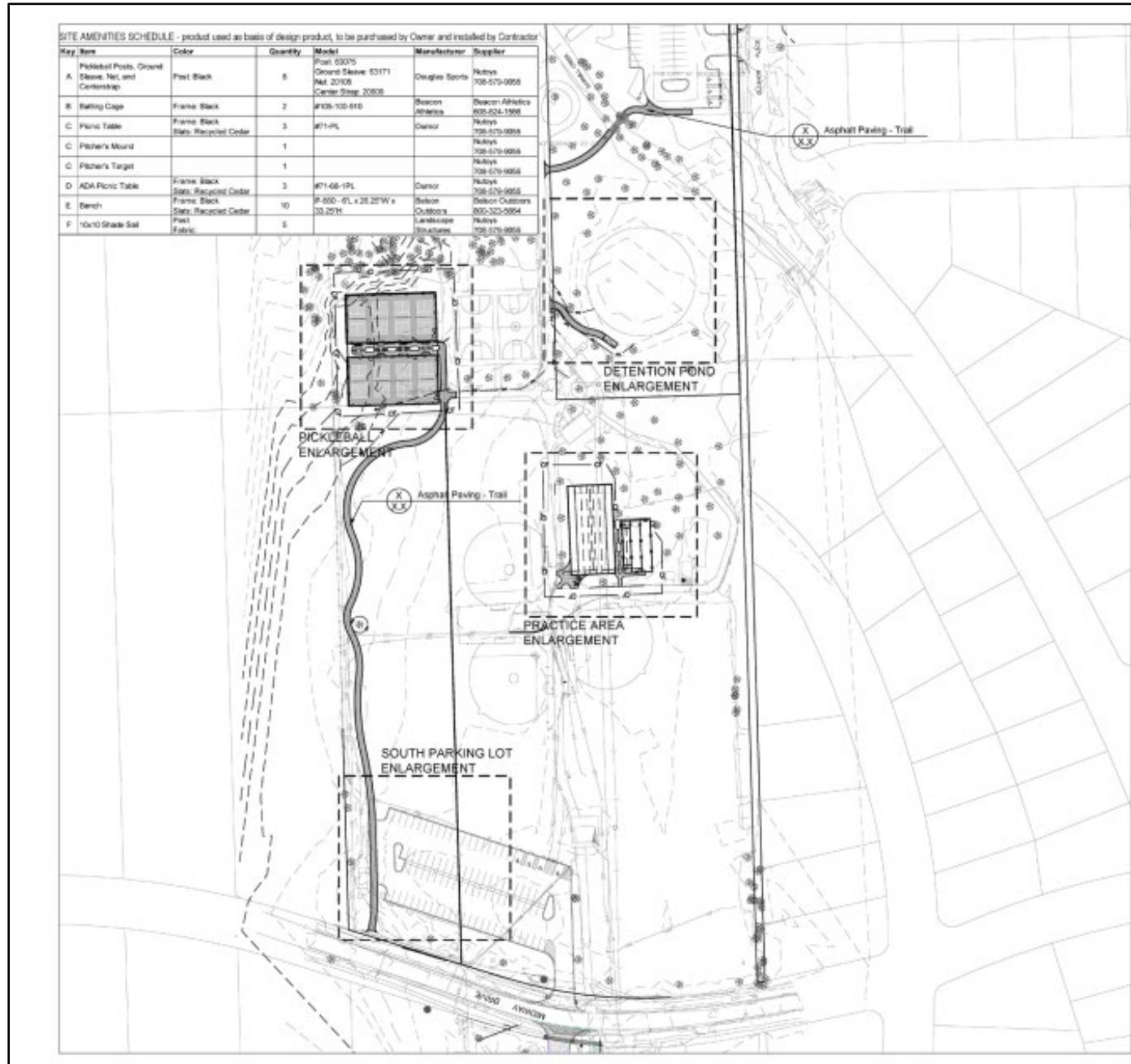
Bid documents were posted on March 12th, 2024. A pre-bid meeting was hosted on March 19th, 2024, and bids were opened on April 2nd at 11am at Village Hall. This portion of the Borse Memorial Community Park Project also received funding of \$600,000 from the Open Space Land Acquisition and Development (OSLAD) from the Illinois Department of Natural Resources (IDNR). In compliance with the grant process, the Village needed full approval from the IDNR to comply with OSLAD regulations before awarding a contract. Upland Design provided cost estimates for the project at \$2,154,277.89. The Village received two bids for this project with the lower responsible bidder being Landworks Limited with a bid of \$877,705.20 for the recreational amenities plus



\$573,523.77 for the pond and streambank restoration. The total bid of \$1,451,228.97 provides significant anticipated savings compared to staff's projected cost.

Bid tabulation table:

Contractor	Base Bid	Pond & Stream Enhancement	Total
Landworks Ltd.	\$877,705.20	\$573,523.77	\$1,451,228.97
John Keno and Company	\$1,261,106.43	\$592,597.64	\$1,853,704.07





FINANCIAL IMPACT

The bid proposal received for Phase II of the Borse Memorial Park Project is \$1,451,228.97



RECOMMENDED ACTION:

Staff's recommendation is for the approval of the bid proposal for Park Improvements for Borse Memorial Community Park Project Phase II in the amount of \$1,451,228.97 to Landworks Limited.



RESOLUTION NO. 24-R_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER, APPROVING AND AWARDING A
CONTRACT TO LANDWORKS, LTD. AND AUTHORIZING THE MAYOR
TO EXECUTE A CONTRACT, ON BEHALF OF THE VILLAGE, WITH
LANDWORKS, LTD. FOR THE BORSE MEMORIAL COMMUNITY
PARK PHASE II IMPROVEMENT PROJECT**

WHEREAS, the Village of Willowbrook (the “Village”) publicly advertised for bids for the Borse Memorial Community Park Phase II Improvement Project (the “Project); and

WHEREAS, sealed bids received for the Project were publicly opened, examined and declared by officials of the Village and Upland Design Ltd. on April 2, 2024 at 11:00 a.m.; and

WHEREAS, of the two (2) bids received and opened, the lowest responsible and responsive bidder for the Project, at a total bid of One Million Four Hundred Fifty-One Thousand Two Hundred Twenty-Eight and 97/100ths Dollars (\$1,451,228.97), is Landworks, Ltd.

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

SECTION 1: Recitals.

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

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find and declare Landworks, Ltd.’s bid to be the lowest responsible bidder for the Borse Memorial Community Park Phase II Improvement Project at a total bid for the Project of One Million Four Hundred Fifty-One Thousand Two Hundred Twenty-Eight and 97/100ths Dollars (\$1,451,228.97).

SECTION 3: Award of Contract.

Landworks, Ltd. is hereby awarded a contract for the afore-referenced Project, at a cost not

to exceed One Million Four Hundred Fifty-One Thousand Two Hundred Twenty-Eight and 97/100ths Dollars (\$1,451,228.97), as set forth in its bid proposal, subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

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

SECTION 5: Effective Date.

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

PASSED and APPROVED this 13th day of May, 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”

**Landworks, Ltd. Contract for
Borse Memorial Community Park Phase II Improvement Project**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND LANDWORKS, LTD. FOR BORSE MEMORIAL COMMUNITY PARK PHASE II
IMPROVEMENT PROJECT**

THIS CONTRACT ENTERED INTO THIS _____ day of May, 2024 between Landworks, Ltd., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain Contractor to perform construction services for the Borse Memorial Community Park Phase II Improvement Project (the “Project”) in the Village.
2. Contractor has submitted a bid to the Village, including all terms, bid specifications prepared by Upland Design, conditions, requirements, special conditions and specifications contained therein for the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this “Exhibit A” shall control. Contractor’s bid response and project specifications are attached hereto and expressly made a part hereof.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720

ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed One Million Four Hundred Fifty-One Thousand Two Hundred Twenty-Eight and 97/100ths Dollars (\$1,451,228.97). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

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

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

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

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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

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

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

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

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.

2) Specifying the actions that will be taken against employees for violations of such prohibition; and

3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

1) The dangers of drug abuse in the workplace;

2) Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

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

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

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

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

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

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

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works

Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

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

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

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

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

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

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice

advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

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

and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224)

and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

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

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

- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) Worker's Compensation and Employers' Liability Coverage:

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

3) All Coverages:

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

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

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

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

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink,

and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

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

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Landworks, Ltd., 751 Bolingbrook Drive, #17, Bolingbrook, Illinois 60440, Attn: Joseph A. Pizzuto, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

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

CONTRACTOR:

LANDWORKS, LTD.

ATTEST:

By: _____

Joseph A. Pizzuto,
Its President and duly authorized agent

Title: _____

VILLAGE OF WILLOWBROOK

ATTEST:

By: _____

Frank A. Trilla, Mayor

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

CONTRACTOR BID RESPONSE AND PROJECT SPECIFICATIONS

TO: Village of Willowbrook
Borse Memorial Community Park Renovation
835 Midway Drive
Willowbrook, IL 60527

Project # 1213A

The undersigned bidder has carefully examined the plans and specifications for Borse Memorial Community Park Renovation, in Willowbrook, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet
SY = Square Yard
FF = Finished Face

CF = Cubic Feet LF = Lineal Feet
CY = Cubic Yard LS = Lump Sum
EA = Each

Base Bid: Borse Memorial Community Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Earthwork, Grading and Removals	1	LS	\$142,435.57	\$142,435.57
2	Undercut, Removals and Placement of PGE at Trail (to be used only with approval of Owner's Representative)	250	CY	\$ 50.49	\$ 12,622.50
3	SWPP Inspections and Reporting	1	LS	\$ 6400	\$ 6,400.00
4	Tree Removal	3	EA	\$ 450	\$ 1,350.00
5	Silt Fence	3128	LF	\$ 2.86	\$ 8,946.08
6	Inlet Protection	15	EA	\$ 35	\$ 525.00
7	Stabilized Construction Entrance	2	EA	\$ 3500	\$ 7,000.00
8	Concrete Washout	2	EA	\$ 300	\$ 600.00
9	Asphalt Paving - Court	1907	SY	\$ 44.74	\$ 85,319.18
10	Asphalt Color Coat	1907	SY	\$ 16.95	\$ 32,323.65
11	Asphalt Paving - Trail	1073	SY	\$ 51.14	\$ 54,873.22
12	Concrete Paving	2949	SF	\$ 17.10	\$ 50,427.90
13	Integral Curb at Walk	101	LF	\$ 20.26	\$ 2,046.26
14	Concrete Curb at Artificial Turf with Nailer Board	359	LF	\$ 55.91	\$ 20,071.69
15	Artificial Turf	10438	SF	\$ 13.26	\$ 138,407.88
16	4' Chainlink Fence - PVC Coated	382	LF	\$ 67.92	\$ 25,945.44

Bid Proposal for:
Borse Memorial Community Park Renovation

Contractor: Landworks Ltd
UPDATED 03/29/2024

17	8' Chainlink Fence - PVC Coated	236	LF	\$ 79.93	\$ 18,863.48
18	8' Chainlink Fence with Sound Panel	285	LF	\$ 116.84	\$ 33,299.40
19	4' Pedestrian Gate - PVC Coated	4	EA	\$ 1282	\$ 5,129.00
20	4' Double Swing Gate - PVC Coated	1	EA	\$ 2565	\$ 2,565.00
21	8' Double Swing Gate - PVC Coated	1	EA	\$ 1380	\$ 1,380.00
22	Sound Mitigation Panels	1	LS	\$ 79350	\$ 79,350.00

Site Furniture and Amenities shall be purchased by Owner, Contractor shall take delivery and fully install.

23	Pickleball Posts, Net, and Center Strap	8	SET	\$ 3450	\$ 27,600.00
24	Batting Cage Posts, Sleeves, Winches, Cage Net, Net Protector, and Ground Cable Kit	2	EA	\$ 12250	\$ 24,500.00
25	Pitching Rubber	2	EA	\$ 650	\$ 1,300.00
26	Home Plate	2	EA	\$ 650	\$ 1,300.00
27	Bench	10	EA	\$ 450	\$ 4,500.00
28	ADA Picnic Table	3	EA	\$ 450	\$ 1,350.00
29	Picnic Table	3	EA	\$ 450	\$ 1,350.00
30	Litter Receptacle	1	EA	\$ 450	\$ 450.00
31	10x10 Shade Sail	5	EA	\$ 5150	\$ 25,750.00

End of Owner purchase items.

32	Drain Cleanout - Lawn	2	EA	\$ 300	\$ 600.00
33	4" Perf. SDR26 Underdrainage	638	LF	\$ 17.65	\$ 11,260.70
34	4" Solid SDR26 Underdrainage	105	LF	\$ 17.65	\$ 1,853.25
35	8" Solid PVC Pipe	104	LF	\$ 24.50	\$ 2,548.00
36	Storm Manhole with Restrictor Plate	1	EA	\$ 6975	\$ 6,975.00
37	Existing Storm Structure Connection	2	LS	\$ 1500	\$ 3,000.00
38	Shade Tree	10	EA	\$ 765	\$ 7,650.00
39	Perennials and Ornamental Grasses	376	EA	\$ 22	\$ 8,272.00
40	Vines	16	EA	\$ 26	\$ 416.00
41	Pond Excavation, Invasive Removals, and Reseeding	1	LS	\$ 1500	\$ 1,500.00
42	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 15650	\$ 15,650.00

Borse Memorial Community Park Subtotal \$ 874,723.23

Base Bid: Stream and Pond Enhancement Project Tony and Florence Borse Memorial Park

Stream and Pond Enhancement Notes:

- a) Services related to removal of soil, trees, shrubs, tree stumps, invasive species, associated with cut, fill, rock toe, bank re-shaping, rock riffles, or installation of other practices and placement into areas approved by Owner shall be provided by Contractor at a cost incidental to each stabilization practice unit price.
- b) Earthwork Including Excavation, Grading, Stockpiling, Clearing, Grubbing, Off-Site Disposal of Cleared and Grubbed Materials, Topsoil Re-Spread, Fill, Balance of Earthwork On-Site, and/or Related Items as Indicated on Plans, Details and Specifications shall be incidental to the cost of each unit price.
- c) Bidder is required to verify field conditions and Bid Quantities on Bid List prior to submittal of Bid.
- d) If Bidder is at variance with field or Plan quantities or other items, then Bidder shall inform Engineer prior to submittal of Bid.
- e) If the calculations of the Bidder indicate a Quantity for any Bid Item different than that indicated on the Bid List, then the Bidder's proposed Quantity shall be clearly marked on the Bidder's Proposal Response Form. Specific Quantities shall be required.
- f) Submittal of a qualified bid by Bidder indicates acceptance by the Bidder and approval of field conditions, quantities, details, and related conditions as depicted on Plans, Specifications, Details and/or other Bid Documents.
- g) Quantities as indicated may be increased or reduced by the owner at their discretion.
- h) Costs provided by Contractor and/or Bidder shall include furnishing and installing all items as described above.
- i) Contractor shall provide site layout staking and shall meet with Engineer in field to review site layout prior to construction. Engineering Plans are not intended to depict exact BMP locations. BMP locations to be field reviewed w/ Engineer prior to construction.
- j) Native plant maintenance costs shall be paid in increments per each seasonal site visit as described in Specifications for Native Plant Maintenance.
- k) Whether the As-Built Survey is selected by the Owner or not, Contractor shall be responsible to ensure that as-built grades and sections are consistent with the proposed grades and sections to the satisfaction of Owner and all permitting agencies.

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Channel Stabilization					
43	Rock Toe Stabilization (Typ. 0.22 Ton per LF; See Details). Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost). See Also Bid Items # 6-7 for Rock Lining Along Abutments of Exist. Upstream Pedestrian Bridge.	LF	662	\$ 141	\$ 93,342.00
44	Re-Shape Slope at Streambanks With Severe Erosion (Typ. 4-Ft Tall Banks) per Plans with Native Plant Seed and NAG SC-150 BN Erosion Blanket. (Native Plant Plugs Not Included). Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost).	LF	552	\$ 202	\$ 111,504.00
45	Re-Shape Slope at Streambanks With Low to Moderate Erosion (Typ. 2.5 to 3.5-Ft Tall Banks) per Plans with Native Plant Seed and NAG SC-150 BN Erosion Blanket. (Native Plant Plugs Not Included). Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost).	LF	336	\$ 155	\$ 52,080.00

46	Rock Revetment Slope Typ. 4.5-Ft Long x 2-Ft. Thick IDOT Crushed Limestone 60% R5 and 40% R4 Over Non-Woven Filter Fabric. Install From Toe of Slope Thru Near Top of Bank At Steep Streambank Areas to Preserve Exist. Large Trees. Includes Minor Bank Re-Shape to Typ. 1.5:1 H:V or Flatter Above Rock Revetment to Blend Into Existing Grade. Install Rock Revetment to Protect Exist. Large Trees to be Preserved.	LF	50	\$ 209	\$ 10,450.00
Rock Riffle Structures					
47	Rock Riffle (2 Structures) Per Details. Includes Re-Shape Slope Adjacent, Native Plant Seeding, and Erosion Blanket.	TON	40	\$ 121	\$ 4,840.00
Rock Lining Along Existing Bridge & Culvert Wingwall Toe					
48	Rock Lining Along Toe of Bridge Wingwalls Over Filter Fabric	TON	14	\$ 165	\$ 2,310.00
49	Rock Lining Along Toe of Upstream Culvert Wingwalls Over Filter Fabric	TON	3	\$ 141	\$ 423.00
Rock Lining Along Exist. Gullies					
50	Rock Lining Along Exist. 75th Street Swale / Gully Over Filter Fabric (2 Structures Near 75th Street Culvert. Typ. 18-Ft Long x 3-Ft Wide x 1.5-Ft Thick Over Filter Fabric.	TON	9	\$ 840	\$ 7,560.00
Pond Excavation and Enhancement					
51	Pond and Wetland Earthwork and Slope Re-Shaping Per Proposed Grades (Earthwork Quantity Measured "In-Situ" As Measured In Place). Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost). See Other Bid Items for Erosion Blanket, Native Plant Seeding, Restoration, etc. (Approx. 3,000 CY In-Situ Estimate.)	LS	1	\$ 101210	\$ 101,210.00
52	Erosion Control Blanket (NAG S75BN) at Re-Graded Pond Shoreline and Near-Pond Wetland Planting Areas. See Other Bid Items for Pond Shoreline Seeding and Wetland Seeding.	SY	1,379	\$ 2.07	\$ 2,854.53
53	Cabled Log Habitat Structure, per Detail # 5. (Log materials to be provided by Contractor.)	EA	4	\$ 6165	\$ 24,660.00

Tree & Shrub Removal					
54	See Sheet 1B: Engineering Plan Notes For Tree and Shrub Removal and Protection. Removal of Trees As Needed for Streambank Stabilization, and Construction Access. Location # 1: Both Sides of Creek North of Existing Pond Vicinity. For Location # 1, Trees Marked w/ Green Ribbon on Are Intended to Be Preserved (Unless Required to be Removed for Contractor Construction.) Includes Removal of Invasive Shrub Species and Unmarked Trees Within Work Limits. At Least 3 Large Cottonwoods Are Marked With Green Ribbon Intended to Keep. At Least Three (3) Ex. Large Cottonwood Trees Are Marked With Red Spray Paint Dots to Indicate Removal. Location # 2: East, South, and West of Ex. Pond Vicinity (Including Ex. Wetland). For Location # 2: Most Existing Native Trees Are Intended to be Saved But are Not Marked (No Green Ribbon or Other Marking). Remove Invasive Shrub Species and Selected Trees Designated in Construction Layout Walk Through w/ Engineer and Owner Within Work Limits. In Location # 1 and # 2, Tree Stumps Shall Be Removed or Ground Min. 1-Ft. Deep Below Finished Grades. Invasive Shrubs in Non-Graded Areas Shall Have Stumps Ground Min. 6-In. Below Finished Grade With Herbiciding, or Removed. Invasive Shrubs or Trees in Proposed Graded Areas Shall Have Stumps Removed. Ex. Dead Trees in Most Areas (Except Possible Dead Trees Identified by Engineer to Keep for Habitat in Construction Layout Walk Through) Should Be Removed.	LS	1	\$ 26,869.75	\$ 26,869.75
Native Plant Materials					
55	Native Plant Seed - Shoreline (at Streambank Areas)	AC	0.02	\$ 51750	\$ 1,035.00
56	Native Plant Seed - Shoreline (at Pond Areas)	AC	0.10	\$ 11500	\$ 1,150.00
57	Native Plant Plugs - Shoreline (at Streambank Areas)	EA	226	\$ 6.24	\$ 1,410.24
58	Native Plant Plugs - Shoreline (at Pond Shoreline Areas)	EA	1502	\$ 5.41	\$ 8,125.82
59	Native Plant Seed - Middle/Upper Bank (Streambanks and East Riparian)	AC	0.67	\$ 7705	\$ 5,162.35
60	Native Plant Seed - Middle/Upper Bank (Pond and West Riparian)	AC	0.50	\$ 7705	\$ 3,852.50
61	Native Plant Plugs - Middle/Upper Bank (Streambanks Only)	EA	1872	\$ 5.52	\$ 10,333.44
62	Native Plant Seed - Wetland (Pond Areas)	AC	0.09	\$ 13800	\$ 1,242.00
63	Native Plant Plugs - Wetland (Pond Areas)	EA	1502	\$ 5.57	\$ 8,366.14
64	Native Trees (1.5-In. Diam. Caliper. installed)	EA	30	\$ 535	\$ 16,050.00
65	Native Shrub Whips (5-gal. installed)	EA	60	\$ 101	\$ 6,060.00
66	Native Shrub Live Stakes	EA	30	\$ 57	\$ 1,710.00

Other					
67	Mobilization	LS	1	INCIDENTAL TO PROJECT COST	
68	Annual Native Plant Maintenance Per Specifications	YR	2	\$ 6800	\$13,800.00
69	Double Row Silt Fence Per LF (Unit Cost Per Each LF Includes 2 Rows) per Details at Stockpile Areas and/or Where Indicated on Plans. Outer Row Silt Fence Shall be High Visibility Material.	LF	400	\$ 8.62	\$ 3,448.00
70	Stabilized Construction Entrance - Per Details. Or As Required by Permit Agencies. Includes As Many As Required. Allowable Construction Entrance Location Options to be Determined by Owner. Owner May Consider Stone Semi Truck Access Option Off 75th Street West of Sawmill Creek (Along Exist. Path West of Sawmill Creek). Construction Entrance Material Revisions (Timber Mat, etc.) As Approved by Permit Agencies Will be Considered by Owner and Engineer for Approval.	LS	1	SEE ITEM 5 - Construction Entrance	
71	Soil Erosion Control / Sediment Control Per Specifications	LS	1	\$ 1500	\$ 1,500.00
72	Dewater Stream Channel Construction Area to Meet Requirements of Kane-DuPage SWCD and Other Permit Agencies As Required (See Also Pond De-Watering Bid Item). Contractor Shall Be Responsible to Obtain Final Permit Approval with Kane-DuPage SWCD and Other Permit Agencies as Required.	LS	1	\$ 11465	\$ 11,465.00

Bid Proposal for:
Borse Memorial Community Park Renovation

Contractor: Landworks Ltd
UPDATED 03/29/2024

73	Pond Dewatering As Required to Meet Requirements of Kane-DuPage SWCD and Other Permit Agencies As Required. Contractor Shall Be Responsible to Obtain Final Permit Approval with Kane-DuPage SWCD and Other Permit Agencies as Required.	LS	1	\$ 9960	\$ 9,960.00 3
74	Contractor to Obtain Final Permit Approval and Coordination As Required From Kane-DuPage SWCD and/or Other Permit Agencies As Required. (Applies to De-Watering / Cofferdams, Temp. Stream Crossing, and/or Other Soil Erosion and Sediment Control Practices.)	LS	1	\$ 9500	\$ 9,500.00
75	SWPPP Reporting As Required (cc: to Owner and Engineer) Throughout Construction Time Period.	LS	1	\$ 2500	\$ 2,500.00
76	Construction Access Restoration, Restoration, Turf Seed / Erosion Blanket Repair Per Specifications, Site Cleanup, and Erosion Blanket per Plans and Specifications (Includes Access Restoration to Onsite Soil Disposal Location).	LS	1	\$ 3450	\$ 3,450.00
77	Utility Protection, Path Repair, Road Repair, and/or Repair for Damage to Infrastructure and/or Utilities (Public or Private), and/or Other Site Repair to Satisfaction of Owner and Engineer per Plans and Specifications	LS	1		INCIDENTAL TO PROJECT COST
78	Pre-Construction Video per Bid Documents.	LS	1		INCIDENTAL TO PROJECT COST
79	Traffic Control, Signage, Flaggers, Closure, Traffic Control Plan (If Required) etc. As Required by Permit Agencies.	LS	1		INCIDENTAL TO PROJECT COST
80	Survey to Field Stake the Southeasterly Project Limits (30-Ft Spacing of Wood Lathe Stakes w/ Orange Ribbon) Along Exist. Buckthorn Area to Prevent Encroachment Onto Offsite Private Property Areas.	LS	1	\$ 3600	\$ 3,600.00
81	As-Built Survey (To Satisfaction of Permit Agencies Including But Not Limited to Plan Cross Sections, Riffle Crest Elevations, and Limits of Stabilization Practices.)	LS	1	\$ 11900	\$ 11,900.00

Stream and Pond Enhancement Subtotal \$ 573,723.77

Base Bid Total \$1,439,447.00

Base Bid in Writing:

One Million, Four Hundred and Thirty Nine Thousand, Four Hundred and Forty Seven Dollars and 0/100

ALTERNATE #1:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Additional Stabilized Construction Entrance - Mat or Plywood Approved by KDSWCD and Owner.	EA	1	\$ 1950	\$ 1,950.00

Alternate #1 Total \$ 1,950.00

Alternate #1 in Writing:

One thousand nine hundred fifty and NO/100

ALTERNATE #2:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A2-1	Replace All Base Bid IDOT Crushed Limestone (Rock Ripples, Rock Toe, Rock Lining, etc.) w/ Comparable Size Ranges of Bank Run Joliet Cobble, Joliet Boulder, and/or Other Stone Size Ranges As Required for Color Match, from Lemke Stone or Approved Equal (approved by Owner and Engineer).	LS	1	\$ 17407	\$ 17,407.00

Alternate #2 Total \$ 17,407.00

Alternate #2 in Writing:

Seventeen thousand four hundred seven and NO/100

ALTERNATE #3:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A3-1	Additional Rock Revetment Typ. 4.5-Ft Above Exist. Toe of Slope At Steep Streambank Areas (Includes Re-Shape to Typ. 1.5:1 H:V) to Preserve Exist. Large Trees	LF	50	\$ 209	\$ 10,450.00

Alternate #3 Total \$ 10,450.00

Alternate #3 in Writing:

Ten thousand four hundred fifty and NO/100

ALTERNATE #4:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A4-1	Goose Grid - Wetland / Shoreline Only	AC	0.25	\$ 34250	\$ 8,562.50

Alternate #4 Total \$ 8,562.50

Alternate #4 in Writing:

Eight thousand five hundred sixty-two and 50/100

ALTERNATE #5:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A5-1	Rock Point - No Rock Toe Adjacent (3 Structures)	TON	4	\$ 825	\$ 3,300.00

Alternate #5 Total \$ 3,300.00

Alternate #5 in Writing:
Three thousand three hundred and NO/100

ALTERNATE #6:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A6-1	Rock Point - With Rock Toe Adjacent (3 Structures)	TON	3	\$ 960	\$ 2,880.00

Alternate #6 Total \$ 2,880.00

Alternate #6 in Writing:
Two thousand eight hundred eighty and NO/100

ALTERNATE #7:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A7-1	Rock Toe Stabilization (Typ. 0.4 Ton per LF; Typ. 3.5-Ft. Long x 2-Ft Thick.). Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost).	LF	200	\$ 256	\$ 51,200.00

Alternate #7 Total \$ 51,200.00

Alternate #7 in Writing:
Fifty-one thousand two hundred and NO/100

ALTERNATE #8:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A8-1	Temp. Stream Crossing, If Needed, Per Details and/or as Approved by Kane-DuPage SWCD, by Other Relevant Permit Agencies, by Owner and by Engineer for Construction Access Needed. Contractor Shall Obtain Final Permit Approval From Village of Willowbrook, Kane-DuPage SWCD and/or Other Agencies As Required.	EA	1	\$ 20,115	\$ 20,115.00

Alternate #8 Total \$ 20,115.00

Alternate #8 in Writing:
Twenty thousand one hundred fifteen and NO/100

ALTERNATE #9:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A9-1	Undercut and Onsite Disposal of Unsuitable Streambank Soils, If Required, for Competent Streambank Backfill. Includes Onsite Disposal of Excess Material, If Needed, At Prop. Onsite Berm (Grading & Stabilization of Berm Shall Be Incidental to Remaining Park Excavation Bid Cost).	CY	50	\$ 72	\$ 3,600.00

Alternate #9 Total \$ 3,600.00

Alternate #9 in Writing:

Three thousand six hundred and NO/100

ALTERNATE #10:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A10-1	Import of Clean Structural Clay Fill, CCDD Tested and Approved by Owner and Engineer, for Construction of Proposed Side Slopes or Other Structures. Includes Import, Placement, and Compaction of Clean Competent Clay CCDD Tested and Approved by Owner or Engineer for Side Slopes or Other Structures.	CY	50	\$ 87	\$ 4,350.00

Alternate #10 Total \$ 4,350.00

Alternate #10 in Writing:

Four thousand three hundred fifty and NO/100

ALTERNATE #11:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A11-1	Import of Clean Topsoil, CCDD Tested and Approved by Owner and Engineer, for Final Landscaping.	CY	50	\$ 71	\$ 3,550.00

Alternate #11 Total \$ 3,550.00

Alternate #11 in Writing:

Three thousand five hundred fifty and NO/100

ALTERNATE #12:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A12-1	Native Trees (2.5-In. Diam. Caliper, installed)	EA	40	\$ 765	\$ 30,600.00

Alternate #12 Total \$ 30,600.00

Alternate #12 in Writing:

Thirty thousand six hundred and NO/100

ALTERNATE #13:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A13-1	Native Shrub Whips (5-gal. installed)	EA	60	\$ 90	\$ 5,400.00

Alternate #13 Total \$ 5,400.00

Alternate #13 in Writing:

Five thousand four hundred and NO/100

ALTERNATE #14:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A14-1	If Needed, CCDD Testing and Reporting by Contractor As Required to Allow Offsite Disposal of Dredged Pond Sediment at a Legal Offsite Facility.	LS	1	\$ 8995	\$ 8,995.00

Alternate #14 Total \$ 8,995.00

Alternate #14 in Writing:

Eight thousand nine hundred ninety-five and NO/100

ALTERNATE #15:

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A15-1	If Needed, Option for Offsite Disposal of Excess Cut Soil (from Pond and Streambank) at a Legal Offsite Facility. Approx. 3,500 CY.	LS	1	\$ 98437.00	\$ 98,437.00

Alternate #15 Total \$ 98,437.00

Alternate #15 in Writing:

Ninety-eight thousand four hundred thirty-seven and NO/100

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: Landworks Ltd

CONTACT: Gabriel Pizzuto

SIGNATURE: 

PHONE: 630-759-8200

FAX: _____

ADDRESS: 751 N Bolingbrook Drive - Link # 17 - Bolingbrook, IL 60440

List Surety Company Which Contractor will be using for Performance and Payment Bonds: _____

Swiss Re Corporate America Insurance Corporation

FREEDOM OF INFORMATION ACT
CONTRACTOR COMPLIANCE AGREEMENT

Contractor agrees to maintain all records and documents for projects in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.



Contractor Signature

04/02/2024

Date

Landworks Ltd

Contractor Name

CONTRACTOR REFERENCES – Park Amenities

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) Four Seasons Park - Lombard, IL.

Lombard Park District - Joe McCann 630-953-2491

Landworks performed the earthwork, installation of the play equipment, storm sewer improvements, Underdrainage, landscape planting and turf grass seeding and oversaw asphalt paving, concrete flatwork, concrete curbs and footings and synthetic turf installation.

Project Description and Contract Amount \$ 582,650.00

2) Edina Park Bike Trail

Zion Park District - ERic Bradley 847-746-5500 x 1425

Landworks removed and replacement of an existing bike trail, improvement of trail intersections and restoration of adjacent landscape areas. working with Lake County SMC and Army Corps of Engineers to ensure preservation of wetlands within our worksite. New drainage piping throughout the trail to eliminate areas of washout and improve flow patterns and wildlife migration.

Project Description and Contract Amount \$ 756,012.00

3) Paulus Park Improvements

Village of Lake Zurich - Mike Brown 847-540-5068

Landworks served as general contractor for the renovation of an existing park. Work included erosion control, earthwork, asphalt paving, concrete footing & paving, retaining walls, prefabricated picnic shelter, turf grass seeding, natural stone, masonry walls, concrete foundations and paving, floating kayak launch & fishing pier and landscaping.

Project Description and Contract Amount \$ 850,859.00

4) _____

Project Description and Contract Amount _____

5) _____

Project Description and Contract Amount _____

CONTRACTOR REFERENCES – Stream & Pond Enhancement Project

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of similar reference projects and persons to contact as performance references. See Qualifications regarding Project Examples for References.

1) Reference Project Title.....: Wood Oaks Green Shoreline Restoration

Project Description (cost, length, earthwork, etc.): \$ 841,199.00

Landworks served as the general contractor for the restoration of a shoreline with improvements for the adjacent park. Demolition of an existing sheet piling wall. Rosetta outcropping wall with Gabion basket base, fishing piers, native seeding & plugging and site restoration

Project Location.....: Northbrook, IL

Contact Name / Telephone number: Northbrook Park District - Nicole Wrobel - 847-897-6124

Contact Title/position.: Planning & Project Manager

2) Reference Project Title.....: Fox River Grove

Project Description (cost, length, earthwork, etc.): \$ 98,430.00

Bank stabilization on the Fox River including silt protections, deaterring, excavation, rip rap placement and seeding.

Project Location.....: Village of Fox River Grove

Contact Name / Telephone number: Stephan Bechler 224-888-0831

Contact Title/position.: Assistant Village Administrator

3) Reference Project Title.....: Lake Carriage Way Park shoreline and Landscape improvements

Project Description (cost, length, earthwork, etc.): \$ 433,294.00

Landworks performed demolition, Shoreline restoration, Rosetta outcropping, fishing stations, landscaping planting, native seeding & plugging, shoreline planting, wetland rehabilitation, native maintenance.

Project Location.....: Pleasantdale Park District, Burr Ridge, IL.

Contact Name / Telephone number: Matt Russian 630-662-6220

Contact Title/position.: Executive Director

EQUIPMENT LIST – Stream & Pond Enhancement Project

Excavation Equipment Make and Model: Kobelco SK85, Takeuchi TB240

Other Equipment (Make and Model): Case 450B, Case 370B, New Holland W80, Kubota RTVX, Kubota L4240

Other Comments: Any other equipment as needed can be provided, listed equipment is available now.

SUBCONTRACTORS

List all subcontractors who will perform work representing 5% or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform work required. References may be requested for any sub-contractor.

1) Dick Inc.

2) Murphy Paving

3) Peerless Fence

4) McGinty Brothers, Inc.

5) _____

6) _____

7) _____

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT
CONTRACTOR COMPLIANCE AGREEMENT

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/15.

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- (B) A prohibition against the actions or conditions specified in Section 10.
- (C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- (D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse.

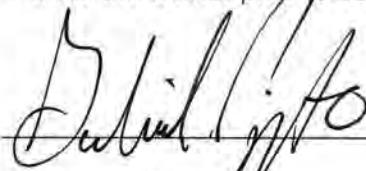
Village of Willowbrook

The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)

Upon bid award, the contractor agrees to provide a copy of their Substance Abuse Prevention Plan to the Owner prior to beginning construction.



Contractor Signature

April 2, 2024

Date

Landworks Ltd

Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form,

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

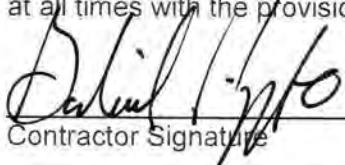
- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen's compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.) The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment: (II) the definition of sexual harassment under State law: (III) a description of sexual harassment utilizing examples: (IV) the Contractor's internal complaint process including penalties: (V) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both: and (VI) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.) The Contractor certifies that it shall follow the Prevailing Wages Act, Illinois Revised Statutes, Chapter 48, Paragraphs 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act.



Contractor Signature

04/02/24

Date

Landworks Ltd.

Contractor Name



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Landworks, Ltd.

751 N. Bolingbrook Drive, Link 17
Bolingbrook, IL 60440

OWNER:

(Name, legal status and address)
Village of Willowbrook
835 Midway Ave
Willowbrook, IL 60527

BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

PROJECT:

(Name, location or address, and Project number, if any)
Borse Memorial Community Park Renovations

SURETY:

(Name, legal status and principal place
of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

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.

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 provisions 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

2nd

day of

April 2024
Landworks, Ltd.

[Signature]
(Witness)

(Principal)

[Signature]
(Seal)

[Signature]
(Witness)

(Title) Gabriel Pizzuto, Director of Operations
Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Title) Todd Schaap, Attorney-in-Fact

Init.

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

JOINTLY OR SEVERALLY

It is true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC.

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



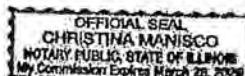
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

On this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 2024.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



STATE OF WISCONSIN)

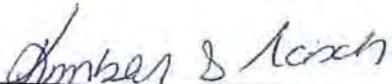
COUNTY OF **Kenosha**)

ON THIS 2nd day of April, 2024,

before me, a notary public, within and for said County and State, personally appeared _____

Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the _____

Swiss Re Corporate Solutions America Insurance Corporation, a corporation of Missouri, created, organized and existing under and by virtue of the laws of the State of Missouri; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch

Notary Public, Kenosha County, Wisconsin

My Commission Expires 1/22/2026





March 18, 2024

**RE: Landworks Ltd. Qualifications for Borse Memorial Community Park –
Village of Willowbrook**

Landscape Architects
& Contractors

751 North Bolingbrook Drive
Link 17
Bolingbrook, Illinois 60440

tel 630.759.8200
fax 630.679.1358
www.landworkslimited.com

To whom it may concern:

I am hereby submitting a qualification statement for your review. I hope your review deems us worthy to be awarded the bid for the above captioned project.

The sampling of our list of successful projects contained herein will display that we are qualified to be the successful bidder for your project. Our dedicated labor force contains certified landscape technicians, with more than 25 years' experience in the field. They are supported by capable and skilled union Local 150 Operators and 703 Laborers from our staff. Additionally, I am a licensed Landscape Architect in Illinois with 43 years' experience. I and my other project managers will ensure an installation that will conform to the project plans and specifications.

I hereby submit that Landworks Ltd. has not been involved in any litigation or bond forfeitures.

Landworks Ltd. is primarily a landscape/site construction company. Our responsibilities on site developments incorporate general contracting; planting and landscape maintenance; installation of site development features composed of but not limited to the following: specialty paving, lighting, specialized soils, earthwork, site furniture, signage and entry monuments, retaining walls, irrigation, concrete, asphalt, water features, sport field facilities, structures, masonry, fencing and ornamental iron work.

We have over 43 years of experience in the landscape industry in northeastern Illinois. We are also professional Landscape Architects. Our main goal in working with our clients is to establish and build a long-lasting relationship in which we build the landscape environment that meets our client's goals within budget and schedule. We are interested in furthering our profession and providing only high-quality installation.

Landworks provides competent supervision, quality material and care in the work we perform. We have the technical ability in our construction crews and staff, as well as a network of responsible and qualified sub-contractors to complete complicated installations. Our project supervision will ensure your goals, specifications and aesthetic are met.

Our landscape architecture experience has proven to be an asset to our landscape construction clients and their representatives alike. We provide a high level of project understanding and attention to project needs. We understand the sequential scheduling and the necessity of delivering work product in a timely manner that result in a successful project completion.

Our experience in landscape architecture and construction helps us to identify pitfalls in the landscape development construction process. Through our expertise we can provide a client with guidance on which they can rely to make sound decisions. The following built project case studies and references will display for your review and approval our qualifications, experience and capabilities.

Thank you for the opportunity to submit our qualifications.

Respectfully submitted,

LANDWORKS LTD.

A handwritten signature in black ink, appearing to read "Gabriel Pizzuto".

Gabriel Pizzuto
Director of Operations

LANDWORKS LTD. - PROJECT CASE STUDIES

Project & address:

Oliver McCracken Middle School:

Skokie, IL. Owner: Skokie School District 73.5
Contract: \$ 19,077.00 Completion date: 11/2023

Scope of work: Landscaping

Rose Park Ballfield Improvements - Waukegan, IL.

Owner: Waukegan Park District: Contact: Quincy Bejster, Director of Park 847-360-4724
Contract: \$ 183,155.00 Completion date: 01/2024

Scope of work: Ballfield improvements including excavation, concrete work, asphalt work and fencing. Landworks operated as both as a self-perform and construction manager

Naperville - Central Business District Brick Maintenance - 2023

Owner: City of Naperville Contact: Christopher Nichols 630-420-4191
Contract: \$ 97,955.00 Completion date: 12/2023

Scope of work: Paver Brick removal and restoration throughout the downtown business district

Edina Park - Zion, IL:

Owner: Zion Park District Contact: Eric Bradley 847-746-5500 x 1425
Contract: \$ 722,947 Completion date: 11/2023

Scope of work: Removal and replacement of an existing bike trail, improvement of trail intersections, and restoration of adjacent landscape areas. Our work encompassed widening an existing trail system, working with Lake County SMC and Army Corps of Engineers to ensure preservation of wetlands within our work site. Improving the intersections of the trail at road crossings with new concrete aprons. New drainage piping throughout the trail to eliminate areas of washout and improve flow patterns and wildlife migration.

Four Seasons Park - Lombard, IL:

Owner: Lombard Park District Contact: Joe McCann 630-953-2491
Contract: \$ 582,650 Completion date: 11/2023

Scope of Work: Landworks served as the general contractor for this project. Landworks performed the earthwork, installation of play equipment, storm sewer improvements, underdrainage, landscape planting, and turf grass seeding; and oversaw asphalt paving, concrete flatwork, concrete curbs and footings, and synthetic turf installation.

Neal Math + Science Academy North Chicago SD187:

1905 Argonne Drive - North Chicago, IL. Owner: Neal School Development LLC
Contract: \$ 297,561 Completion date: 10/23

Scope of work: Landscaping of a new construction school with deciduous plantings and native seeding.

New Trier East side Academic & Athletic Renovation:

385 Winnetka Ave. – Winnetka, IL Owner: New Trier D203
Contract: \$ 434,083 Completion date: 10/2023

Scope of work: Urban landscaping of a new school addition, restoration and grading of a performance sport field, and specialty unit paving at building entrances.

Village of South Holland - New Public Works:

South Holland, IL Contact: Ken Schneider Lagerstee-Mulder Inc. 708.713.2223
Contract: \$ 79,800.00 Completion date: 11/2023

Scope of work: Planting and irrigation at a new public works facility

Highwood Public Library – Highwood, IL:

Owner: Highwood Public Library Contact: Scott Larson - WB Olson 847-498-3800
Contract: \$40,523.00 Completion: 10/2023

Scope of work: Entry way and plaza landscaping for the renovation of an existing library

Quik Trip - Lansing, IL

Owner: Wolverine Building Group Contact: Brandon Bienhoff 616-281-6168
Contract: \$ 224,000 Completion date: 9/23

Scope of work: Planting, sodding, decorative metal edging, irrigation, and maintenance of a new truck stop and gas station.

Quik Trip - Bellwood, IL

Owner: Wolverine Building Group Contact: Brandon Bienhoff 616-281-6168
Contract: \$ 203,506 Completion date: 7/23

Scope of work: Planting, sodding, decorative metal edging, irrigation, and maintenance of a new truck stop and gas station.

McCook Warehouse

McCook Warehouse
McCook, IL Contact: Kari Woodring 708-325-8045
Owner: Becknell Industries
Contract: \$ 381,621.00 Completion date: 08/2023

Scope of work: Planting, seeding, native plugging and seeding, retaining walls, and maintenance of a new distribution center

Albion HP2: Highland Park, IL.

Owner: Albion Residential LLC Contact: Cian Quinn 630.417.0060
Contract: \$ 239,000.00 Completion date: 05/2023

Scope of work: Landscape planting, reclaimed unit pavers, site furnishings, rooftop amenity deck including synthetic turf, unit paving, planting, and outdoor kitchens.

Cantigny Park – Project New Leaf Phase 3 Unit Paving:

1 S 151 Winfield Road, Wheaton, IL 60189

Owner: Cantigny Foundation Contact: Scott Witte 630.260.8168
Architect: Matt Langan - Sasaki
Contract: \$ 452,700 Completion date: 5/23

Scope of work: Unit Paving, precast concrete curbs, bluestone paving, vertical clay brick edging

Cantigny Park – Project New Leaf Phase 3 Landscaping:

1 S 151 Winfield Road, Wheaton, IL 60189

Owner: Cantigny Foundation Contact: Scott Witte 630.260.8168
Architect: Matt Langan - Sasaki
Contract: \$ 215,969 Completion date: 5/23

Scope of work: landscaping at the Robert McCormack house, restoration of existing gardens disturbed by construction, site furnishings and amenities.

Fox River Grove

Owner: Village of Fox River Grove Contact: Chris
Contract: \$ 98,430 Completion date: 12/2022

Scope of work: Bank Stabilization on the Fox River including silt protection, dewatering, excavation, rip rap placement, and seeding.

Naperville - Central Business District Brick Maintenance - 2022

Owner: City of Naperville Contact: Christopher Nichols 630-420-4191
Contract: \$ 64,256.00 Completion date: 12/2022

Scope of work: Paver Brick removal and restoration throughout the downtown business district

Lake Villa School District # 41:

Multiple locations - Lake Villa, IL

Owner: Lake Villa Community Consolidated School District # 41

Contract: \$ 314,543 Completion date: 11/2022

Scope of work: Landscaping , ornamental fencing, baseball field construction and native planting

Oak Brook Medical Office Building: Oak Brook, IL

Owner: Medproperties

Contract: \$ 110,000 Completion date: 11/2022

Scope of work: Landscaping at new construction medical office center

Paulus Park Improvements

200 S Rand Rd, Lake Zurich, IL 60047

Owner: Village of Lake Zurich Mike Brown (847) 540-5068

Architect: Hitchcock Design Group Lacey Lawrence 630.961.1787 x 143

Contract: \$ 850,859 Completion date: 11/2022

Scope of work: General contractor for the renovation of an existing park. Work included Erosion Control, Earthwork, Asphalt paving, concrete footings & paving, retaining walls, prefabricated picnic shelter, turf grass seeding, natural stone paving, masonry walls, concrete foundations & paving, floating kayak launch & fishing pier, and landscaping

Wood Oaks Green Shoreline Restoration:

1150 Sanders Road – Northbrook, IL. 60523

Owner: Northbrook Park District Nicole Wrobel 847-897-6124

Contract: \$ 844,000.00 Completion date: 11/2022

Scope of work: General Contractor for the restoration of a shoreline with improvements for the adjacent park. Demolition of an existing sheet piling wall, Rosetta outcropping wall with Gabion basket base, Fishing Piers, Native Seeding & Plugging, and site restoration

Stevenson East Building Addition Phase 2:

1 Stevenson Dr, Lincolnshire, IL 60069

Owner: The Board of Education Adlai Stevenson SD # 125

Architect: Wight & Company

Contract: \$ 468,745 Completion date: 10/2022

Scope of work: Landscaping trade package; topsoil, landscape planting, site furnishings

Reference: Bridgette Gimpert (312) 607-2449

Sergeant Means Park

20712 Western Avenue - Olympia Fields, IL. 60461

Owner / Contract with: Olympia Fields Park District

Architect: Hitchcock Design Group

General Contractor: Landworks, Ltd.

Contract Amount: \$263,159.00 Award Date: January, 2022 Completed July, 2022

Role: General Contractor / Project Management

Scope: Site preparation, construction fencing, temporary soil erosion and sediment control, site removals and clearing, erosion control, earthwork, excavation and grading, storm sewer utilities, case-in place concrete foundations and footings, asphalt paving, concrete paving and curbs, picnic shelter, playground & fitness equipment, playground surfacing, seeding and landscaping

Reference: Jesus Vargas, CPRP - Olympia Fields Park District

708-481-7313 X 226

Winnetka Public Library - Retaining Wall:

768 Oak Street – Winnetka, IL

Owner / Contract with: Winnetka – Northfield Public Library

General Contractor: Landworks, Ltd.

Contract Amount: \$ 103,519.00 Award Date: July, 2021 Completed October, 2021

Scope: Unit block retaining wall, landscaping upgrades and hardscape improvements

Reference: John Shales - Shales McNutt LLC - 847-622-1214

Naperville - Brick Central Business District Maintenance - 2021

Various locations Downtown Area

Owner / Contract with: City of Naperville General Contractor: Landworks, Ltd.

Contract Amount: \$37,038 Award Date: 09/2021 Completed 10/2021

Reference: Chris Nichols, PE - City of Naperville - (630) 420-4191

Scope: Replaced pavers, concrete curbs & gutter, sidewalk

Lake Carriage Way Shoreline and Landscape Improvements

150 Carriage Way - Burr Ridge, IL

Owner / contact: Pleasant Dale Park District

General Contractor: Landworks, Ltd.

Contract Amount: \$ 433,294.00

Award Date: 10/2020 Completed October, 2021

Scope: Demolition, Shoreline restoration, Rosetta outcropping, Fishing Stations, Landscape planting, Native Seeding & plugging, Shoreline planting, wetland rehabilitation, Native maintenance

Reference: Matt Russian Pleasant Dale Park District (630) 662-6220

Chicago History Museum

1601 N. Clark St. – Chicago, IL.

Owner: Chicago History Museum
General Contractor: Landworks, Ltd.

General Contractor/CM: Featherstone Inc

Contract Amount: \$ 356,557.00 Award Date: 01/2021 Completed 10/2021
Role: General Contractor

Scope: Natural granite inlaid paving, permeable unit paving, custom exhibit created from Corten steel, granite block and exposed aggregate paving(concrete by others)

Reference: Mel Cowen Featherstone, Inc 630.737.1990

Kenosha County – Veteran Memorial Park – West Parkway, Honor Plaza and Trail Expansion:

8790 Karow Road – Twin Lakes, Wisconsin

Owner: Kenosha County Division of Parks General Contractor/CM: Featherstone Inc
General Contractor: Landworks, Ltd. Role: General Contractor

Contract Amount: \$ 590,019.00 Award Date: 04/2021 Completed 10/2021

Scope: Dry lay stone wall, Bioswale media installation, native seeding and plugging, landscaping and site furnishings, trail restoration

Reference: Mel Cowen Featherstone, Inc 630.737.1990
Dorothy Drennon Park

1S598 Nimitz Road, Oakbrook Terrace, IL 60181

Owner / Contract with: Oakbrook Terrace Park District Architect: Hitchcock Design
General Contractor: Landworks, Ltd. Role: General Contractor / Project Management

Contract Amount: \$641,587.00 Award Date: July 2020 Completed June 2021

Scope: Site clearing, erosion control, earthwork, asphalt paving, concrete footing & paving, Artificial turf playground installation, picnic shelter installation, green roof modules. Rain garden planting, native seeding and planting, turf seeding and landscaping

Reference: Cathy Fallon Oakbrook Terrace 773.677.2276

Winnetka Public Library

768 Oak Street, Winnetka, Illinois 60093

Owner / Contract with: Winnetka Public Library
General Contractor: Landworks, Ltd.

Architect: Lakota Group
Role: General Contractor

Contract Amount: \$282,481 Award Date: July 2019 Completed June 2020

Scope: Rehabilitation of the library's outdated entrance. Installation of masonry walls, bluestone paving, landscaping, utilities, and coping lighting, and corresponding demolition and earth moving.

Reference: Kevin Clark - Lakota Group - 773.677.2276

East Maine School District – Early Learning Center

10000 Dee Road, Des Plaines, Illinois 60016

Contract with: IHC Construction
Architect: DLA Architects

Owner: East Maine School District 63
General Contractor/CM: IHC Construction

Contract Amount: \$362,000.00
Role: Subcontractor

Award Date: January 2020 **Completed** September 2020

Scope: Landworks Ltd. was responsible for the construction of two playgrounds including equipment and surfacing, as well as the installation of fencing, landscaping, native planting and seeding and native maintenance

Reference: Jim Leppert IHC Construction 630.333.8128

Thomas Waters Elementary School Annex and Renovations
4540 N. Campbell Avenue, Chicago, Illinois 60625

Contract with: Gilbane Building Company **Owner:** Public Building Commission of Chicago
Architect: Bailey Edward **General Contractor/CM:** Gilbane Building Company

Contract Amount: \$402,941.00 **Award Date:** December 2019 **Completed** August 2020
Role: Subcontractor - Landscape

Scope: Installation of site furniture, underdrains, topsoil and planting soil, landscaping, engineered wood fibers, Native rain garden and irrigation system.

Reference: Brian Driscoll - Gilbane Building Company - 847.636.3466

St. Charles Public Library

1 S 6th Ave, St. Charles, IL 60174

Contract with: Shales McNutt Construction **Owner:** St. Charles Public Library
General Contractor/CM: Shales McNutt Construction

Contract Amount: \$404,000.00 **Award Date:** April 2020 **Completed** July 2021
Role: Trade - Landscape

Scope: Landscape, unit paving, sunken courtyard with natural outcropping, planting and site furnishings

Reference: John Shales - President, Shales McNutt - 847.989.7468

Hinsdale High School District 86 – South High School

Contract with: Pepper Construction **Owner:** Hinsdale High School District 86
General Contractor/CM: Pepper Construction

Contract Amount: \$46,000.00 **Award Date:** April 2020 **Completed:** September 2020
Role: Trade - Landscape

Scope: Planting, seeding, erosion control, topsoil import.

Reference: Jarlath Lynch - 941.737.3405

Hamill Family Foundation Nature & Science Plaza

Brookfield Zoo - 3300 Golf Road, Brookfield, Illinois 60513

Contract with: Chicago Zoological Society **Owner:** Chicago Zoological Society
Architect: Booth Hansen **Landscape Architect:** Hoerr Schaudt
General Contractor/CM: Featherstone, Inc.

Contract Amount: \$584,186.00 **Award Date:** October 2018 **Completed:** August 2019
Role: Subcontractor

Scope:

Collaboration on new Nature & Science Plaza. Landwork's scope of work included natural stone signage, natural stone benches and council ring, underdrainage, play structures, compacted granite aggregate paths with steel edging, customized planting soils, planting of large caliper trees, shrubs, perennials, ornamental grasses and lawns and Native grassland prairie

Reference: Chicago Zoological Society - 630.417.5823

Wauconda Public Library – Front Entry Renovation

801 N. Main Street, Wauconda, IL 60084

Owner / Contract with: Wauconda Public Library **Architect:** Product Architecture + Design
General Contractor/CM: Featherstone, Inc.

Contract Amount: \$245,000.00 **Award Date:** October 2018 **Completed:** April 2019
Role: Landscape & Unit paving trade contractor

Scope: Installation of specialty unit pavers and retaining wall veneers on concrete underlaying slabs, walls and staircases, landscape upgrades to match the revitalized entrance.

Reference: Tom Featherstone Featherstone, Inc. 630.737.1990, ext.111

Stevenson High School – East Building Addition 1

1 Stevenson Dr, Lincolnshire, IL 60069

Contract with: Gilbane Building Company **Owner:** Stevenson High School District 125
Architect: Wight & Company **General Contractor/CM:** Gilbane Building Company

Contract Amount: \$567,000.00 **Award Date:** December 2017 **Completed:** June 2019

Role: Subcontractor

Scope: Landworks, Ltd.'s scope consisted of construction and installation of specialty paving, custom benches, landscaping, and playground equipment and surfacing.

Reference: Jarlath Lynch 941.737.3405

Cantigny Park – Project New Leaf Phase 1

1 S 151 Winfield Road, Wheaton, IL 60189

Owner/Contract with: Cantigny Park Foundation

General Contractor/CM: Featherstone, Inc.

Architect: Sasaki

Contract Amount: \$1,400,000.00

Role: Specialty Unit Paving Contractor

Award Date: April 2017 **Completed:** June 2018

Scope: Landworks performed the following Phase One scope of work in a multi-year large scale renovation of the 500-acre Cantigny Park property.

Specialty Unit Paving Scope of Work:

- Unit paving curb set in reinforced concrete
- Flush precast concrete curb set in reinforced concrete bedding
- Concrete unit pavers including setting bed
- Concrete unit pavers with bituminous setting bed and adhesive
- Blue stone pavers
- Picnic table precast concrete pavers, including excavation, stone sub-base, and steel edge restraints
- Mosaic paths

Reference: Scott Witte - Cantigny Park (630) 260.8168

Lincoln Elementary School

1111 South Grove Avenue, Oak Park, Illinois

Contract with: Bully & Andrews

Architect: STR Partners, LLC

Owner: Oak Park Elementary School District 97

General Contractor/CM: Bulley & Andrews

Contract Amount: \$463,633.00

Role: Subcontractor

Award Date: May 2019

Completed: August 2019

Scope: Landworks, Ltd. scope included installation of a new playground and surfacing, site furnishings, boulder outcroppings, planting, ornamental fence and sodding of a community playfield

Reference: Jason Hayhurst - Bully & Andrews - 773.447.0918



Village of **WILLOWBROOK**

[Return to Agenda](#)

**Community
Development**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: May 13, 2024

SUBJECT:

AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 740 67th PLACE, WILLOWBROOK, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The petitioner and owner of the subject property, Cornelius Griggs, 740 67th Place, Willowbrook, Illinois, 60527 for Zoning Hearing Case No. PC 24-05: is requesting zoning variation approval from Title 9 of the Village Unified Development Ordinance for the property address 740 67th Place, Willowbrook, Illinois to allow the following:

1. Section 9-3-01(A) to increase the maximum impervious surface coverage in the R-2 district from 40% to 41.5%.
2. Section 9-5-03(A)(2)(a) to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet to allow the existing non-compliant driveway.

On the condition that all construction permits must be approved and issued prior to work starting and the design shall generally conform with the site plan by Ridgeline Consultants, LLC. and building elevation by Image by Design, Inc. which is attached to the packet.

BACKGROUND/SUMMARY

The B.A. Feller subdivision was recorded in 1955 and developed under the DuPage County Zoning and Subdivision code. The subject property was annexed into the Village of Willowbrook in 1981 as part of a twenty-two (22) lot annexation, under Ordinance 81-O-22. In 2018, a new 7,600 square foot single-family home was constructed.

The Community Development Department staff has no objection to the zoning variation requests as proposed. The variation to the existing driveway will make the non-compliant driveway legal without having the resident remove the extension. Based on the applicant's letter of intent, department staff has no concern with the added detached garage nor with the proposed location based on the preliminary review and approval of Novotny Engineering. Staff suggests adding a condition that all construction permits must be approved and issued prior to work beginning and the design shall generally conform with the site plan by Ridgeline Consultants, LLC. and building elevation by Image by Design, Inc.

A public hearing was held on Wednesday, May 1, 2024, before the Plan Commission, which voted 5-0 in favor of the proposed petition, as proposed, to forward a positive recommendation to the Village Board.

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION:

Approval of the Ordinance based on Plan Commission recommendation.



Village of Willowbrook

Staff Report to the Plan Commission

Public Hearing Date: May 1, 2024

Village Board Receive & Vote: May 13, 2024

Prepared By: Michael Krol, Director of Community Development

Case Title: Zoning Hearing Case No. PC 24-05: A petition requesting a zoning variance from Title 9 of the Village Unified Development Ordinance for the property address 740 67th Place, Willowbrook, Illinois to allow the following:

1. Section 9-3-01(A) to increase the maximum impervious surface coverage in the R-2 district from 40% to 41.5%.
2. Section 9-5-03(A)(2)(a) to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet to allow the existing non-compliant driveway.

Petitioner: Cornelius Griggs, 740 67th Place, Willowbrook, Illinois, 60527.

Action Requested: Consideration and approval of the proposed zoning variations to the Unified Development Ordinance.

Location: 740 67th Place, west of Madison Street.

PINs: 09-23-400-007

Existing Zoning: R-2 Moderate Density Single-Family Detached District

Proposed Zoning: R-2 Moderate Density Single-Family Detached District

Property Size: 0.56 acres

Surrounding Land Use:	Use	Zoning
North	Single Family Residential	R-1
South	Single Family Residential	R-2
East	Single Family Residential	R-2
West	Single Family Residential	R-2

Necessary Action by Village Board: Consider approval of the attached ordinance.



History & Background

Site Description

The plat of subdivision for this area was recorded 1955 and developed under the DuPage County Zoning and Subdivision code. The subject property was annexed into the Village of Willowbrook in 1981 as part of a twenty-two (22) lot annexation, under Ordinance 81-O-22. In 2018 a new 7,600 square foot single-family home was constructed.

Exhibit 1: Site and Aerial View of the Subject Property



Variance Proposal

The applicant and property owner contacted Village staff regarding installing a 648 square foot, two car detached garage to the rear yard of the property. After reviewing the proposal, it was determined that the detached garage and driveway would exceed the maximum 40% impervious surface coverage and at some point, between the house's completion in 2018 and prior to the applicant's purchase of the house, the driveway was extended without an approved permit. As it currently sits, the driveway is 38.32 feet in width. The approved construction permit from 2018 indicated a legally established driveway, under the maximum code requirement of 33 feet. The property owner is requesting a zoning variance to allow the non-confirming driveway to its current width of 38.32 feet, which is also needed to access the proposed detached garage in the rear yard.

The second zoning variance request is to increase the maximum lot coverage from 40% to 41.5% per Section 9-3-01(A) of the Unified Development Ordinance (UDO). Prior to the UDO, lot coverage did not include impervious surfaces such as driveways, sidewalks, and other paved surfaces. The current property is at 10,098 of impervious surface coverage equaling 34.7 %. The detached garage itself will not exceed the 40% impervious surface coverage however the minimum 9-foot driveway width requirement



by 123 linear feet of pavement is needed to access the detached garage totaling 1,372 square feet of impervious surface added to the 648 square foot detached garage. The new total of impervious surface coverage is 12,084 equaling 41.5%.

Staff Analysis

Appropriateness of Use

Attached to your packets are a proposed site plan and detached garage elevation, which indicate the location of the proposed accessory structure. According to the plan, the detached garage and driveway will meet the five-foot (5') setback required per the UDO and neither will encroach the rear yard easement. Novotny Engineering, the Village's grading engineer, reviewed the proposal and made a recommendation of approved, which is attached to the packet. Novotny Engineering will review the construction plans for compliance as part of the permit if the variation requests are approved.

The DuPage County Stormwater Management Ordinance Post Construction Best Management Practices does not exceed the 2,500 square feet minimum required to add onsite detention. Therefore, no additional stormwater management or detention needs to be incorporated onto the property.

Standards for Review for a Variation (9-9-04)

The variation process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this UDO that create practical difficulties or particular hardships.

The Plan Commission shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative finding of facts shall be made as to all of the review criteria established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

- (1) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
- (2) The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
- (3) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- (4) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
- (5) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
- (6) The proposed variation will not alter the essential character of the locality.
- (7) The proposed variation is in harmony with the spirit and intent of this UDO.

Staff Conclusion

The Community Development Department staff has no objection to the zoning variation requests as proposed. The variation to the existing driveway will make the non-compliant driveway legal without having the resident remove the extension. Based on the applicant's letter of intent, department staff has no concern with the added detached garage nor with the proposed location based on the preliminary review and approval of Novotny Engineering.



Staff suggests adding a condition that all construction permits must be approved and issued prior to work beginning and the design shall generally conform with the site plan by Ridgeline Consultants, LLC. and building elevation by Image by Design, Inc.

Discussion at the May 1, 2024, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the May 1, 2024, meeting. The following members were in attendance: Chairman Wagner, Vice Chairman Walec, Commissioners Kanaverskiss, Kaucky, and Louise. Chairman Baksay and Kaczmarek were absent. There were no members of the public nor public comments/questions were received prior to the meeting.

Markuail Griggs, 740 67th Place, was sworn in and made the zoning variation request presentation to the Plan Commission. Director Krol was available for any zoning code questions that the Plan Commission had. The Plan Commission had no additional questions or concerns regarding the proposed variation request.

Motion

The following motion made by Vice Chairman Walec was seconded by commissioner Kaucky and approved, a 5-0 roll call vote of the members present:

Motion Made:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variation requests to the Unified Development Ordinance to increase the maximum impervious surface coverage from 40% to 41.5% and to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet for 740 67th Place with the condition that all construction permits must be approved and issued prior work starting and the design shall generally conform with the site plan by Ridgeline Consultants, LLC. and building elevation by Image by Design, Inc. which is attached to the packet.

Documents Attached:

- Attachment 1: Notice of Public Hearing
- Attachment 2: Notice of Public Hearing Sign Posted
- Attachment 3: Application (2 pages)
- Attachment 4: Letter of Intent for Zoning Variance
- Attachment 5: Legal Description
- Attachment 6: Plat of Survey
- Attachment 7: Grading plan review by Novotny Engineering
- Attachment 8: Site Plan by Ridgeline Consultants, LLC. (11x17)
- Attachment 9: Grading Plan by Ridgeline Consultants, LLC. (11x17)
- Attachment 10: Elevation plan by Image By Design, Inc. (11x17)



Attachment 1
Notice of Public Hearing

VILLAGE OF WILLOWBROOK
740 67TH PLACE, WILLOWBROOK
ADORDERNUMBER: 0001169678-01
PO NUMBER: 740 67TH PLACE, WILLOWBROOK
AMOUNT: 406.00
NO OF AFFIDAVITS: 1

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 24-05
NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 1st of May, 2024 at the hour of 7:00 P.M. in the Village Community Resource Center (CRC) Boardroom, 825 Midway Drive, Willowbrook, IL 60527.
The purpose of this meeting and public hearing shall be to consider a petition requesting zoning variations from Title 9 of the Village Unified Development Ordinance as set forth in the petition, on the property legally described as follows:
LOT 6 IN B.A. FELLER COMPANY'S SUBDIVISION UNIT #1, BEING A SUBDIVISION OF THE WEST 991.0 FEET OF THE EAST 2,000.0 FEET OF THE NORTH 1/4 OF THE NORTH 1/4 OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 18, 1955 AS DOCUMENT 748710, IN DU PAGE COUNTY, ILLINOIS.
ADDRESS: 740 67TH PLACE, WILLOWBROOK, ILLINOIS.
PIN#: 09-23-400-007
The applicant for this petition is Cornelius Griggs.
Copies of this application and related documentation are on file in the office of the Community Development Department, Village of Willowbrook, 825 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 825 Midway, Willowbrook, IL 60527, or call (630) 920-2282, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.
All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be rescheduled another date if not concluded on the evening scheduled.
(s) Sean Halligan Village Administrator (630) 323-8215
Published in the April 16, 2024, edition of The Chicago Sun-Times Newspaper 4/16/2024 #1169678

**Chicago Sun-Times
Certificate of Publication**

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1891, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 04/16/2024

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By

Robin Munoz

Manager | Recruitment & Legal

This 16th Day of April 2024 A.D.

VILLAGE OF WILLOWBROOK
7780 S QUINCY ST
WILLOWBROOK, IL 60527-5532



Attachment 2
Notice of Public Hearing Sign Posted





Attachment 3
Application (2 pages)



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5594

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

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: Detached Garage Addition

NAME OF APPLICANT(S): Cornelius Griggs

ADDRESS: 740 67th Pl.

CITY, STATE, ZIP: Willowbrook, IL 60527

TELEPHONE: 708-595-3341

FAX: _____

NAME OF PROPERTY OWNER(S): Cornelius Griggs

ADDRESS: 740 67th Pl

CITY, STATE, ZIP: Willowbrook, IL 60527

TELEPHONE: 708-595-3341

FAX: _____

APPLICATION SUBMITTED FOR: (check all that apply)

Site Plan Review

Annexation

Preliminary Plat of Subdivision

Annexation Agreement

Final Plat Subdivision

Special Use Permit

Preliminary PUD

Map Amendment (Rezoning)

Final PUD

Text Amendment

Variation

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:

740 67th Pl. Willowbrook, IL 60527

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-23-400-007

LEGAL DESCRIPTION: ATTACH LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

AREA OF SUBJECT PROPERTY IN ACRES: .50-.99 (Dimensions: 142 x 190 x 117 x 180)

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: R2

CURRENT USE OF SUBJECT PROPERTY: Single Family Residence

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: R2

PROPOSED USE OF SUBJECT PROPERTY: Single Family Residence

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: We are proposing to increase our impervious coverage from 34.7% to 41.5%, and keep the existing driveway width of 36.3ft in order to access a detached garage.



NORTH OF SITE	R2	Single Family Residence
SOUTH OF SITE	R2	Single Family Residence
EAST OF SITE	R2	Single Family Residence
WEST OF SITE	R2	Single Family Residence

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION: _____ SIZE: _____

OWNERSHIP: _____

SANITARY SEWER

LOCATION: _____ SIZE: _____

OWNERSHIP: _____

STORM SEWER

LOCATION: _____ SIZE: _____

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT: Gower West Elementary School

JUNIOR HIGH SCHOOL DISTRICT: Gower Middle School

HIGH SCHOOL DISTRICT: Hinsdale South High School

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT: Tri-State Fire Protection District

DISTANCE TO FIRE STATION: 1.0 miles (Station 2)

CONSULTANTS

NAME OF ATTORNEY OR AGENT: Erica Kirkwood

ADDRESS: _____ CITY, STATE, ZIP: _____

E-mail: kirkwoodlawgroup@gmail.com Office Phone: 312-690-4205 Cell: 312-536-7850

NAME OF ENGINEER: Jiun-Guang Lin, P.E., CFM - Ridgeline Consultants, LLC

ADDRESS: _____ CITY, STATE, ZIP: _____

E-mail: jlin@ridgelineconsultantsllc.com Office Phone: 630-801-7927 Cell: 630-915-1747

NAME OF ARCHITECT: Bridget Contreras - Image By Design, Inc.

ADDRESS: _____ CITY, STATE, ZIP: _____

E-mail: bridgetcontreras8@gmail.com Office Phone: 630-968-2510 Cell: 630-638-1312

NAME OF LANDSCAPE ARCHITECT: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

E-mail: _____ Office Phone: _____ Cell: _____

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s): Cornelius D. Griggs Digitally signed by Cornelius Griggs
Date: 2024-04-02 12:16:36 -05'00'

Date: April 1, 2024

Printed Name: Cornelius D. Griggs



Attachment 4
Letter of Intent for Zoning Variance by Owner

Village of Willowbrook
Building & Zoning Division
835 Midway Drive
Willowbrook, IL 60527

Letter of Intent for Zoning Variance
Cornelius D. Griggs
740 67th Pl.
Willowbrook, IL 60527

Dear planning and zoning committee members,

We are requesting two variances for the above address to seek relief of the following requirements which will allow us to extend the current driveway (as-is) to the rear of the property in order to access a detached garage:

1. Increase the current impervious coverage area of 34.7% (10,098sf) to 41.5% (12,064sf)
2. Keep the current existing driveway width of 38.32ft which is wider than 33 feet per Section 9-5-03(A)(2)(a).

We are seeking a variance under the following conditions:

- To build a detached garage in the rear of the property as the current attached garage does not provide sufficient parking spaces for our vehicles. The existing driveway is the only way to access the rear of the property without adding an additional curb cut which would also be nonconforming.
- The existing driveway, which does not conform to the current standards, was built prior to our ownership of the property; this was not disclosed to us at the time of purchase. Additionally, the home was misrepresented as having a three car attached garage when the current garage space is insufficient for three full sized vehicles.
- Under our current parking conditions we will be required to park multiple vehicles in the front of our home as we have work trucks and two children of driving age. We are concerned that a front driveway full of vehicles will pose a safety risk, take away from the clean aesthetic of the surrounding neighborhood, and it may adversely impact home values.
- Granting this variance would have no adverse effect on any adjoining properties, it will maintain the aesthetic of the neighborhood, and will not cause any detriment to the common good.

We appreciate you taking the time to review our request.

Sincerely,

Cornelius D. Griggs



Attachment 5
Legal Description

740 67th PI. Willowbrook, IL 60527 - Detached Garage Addition

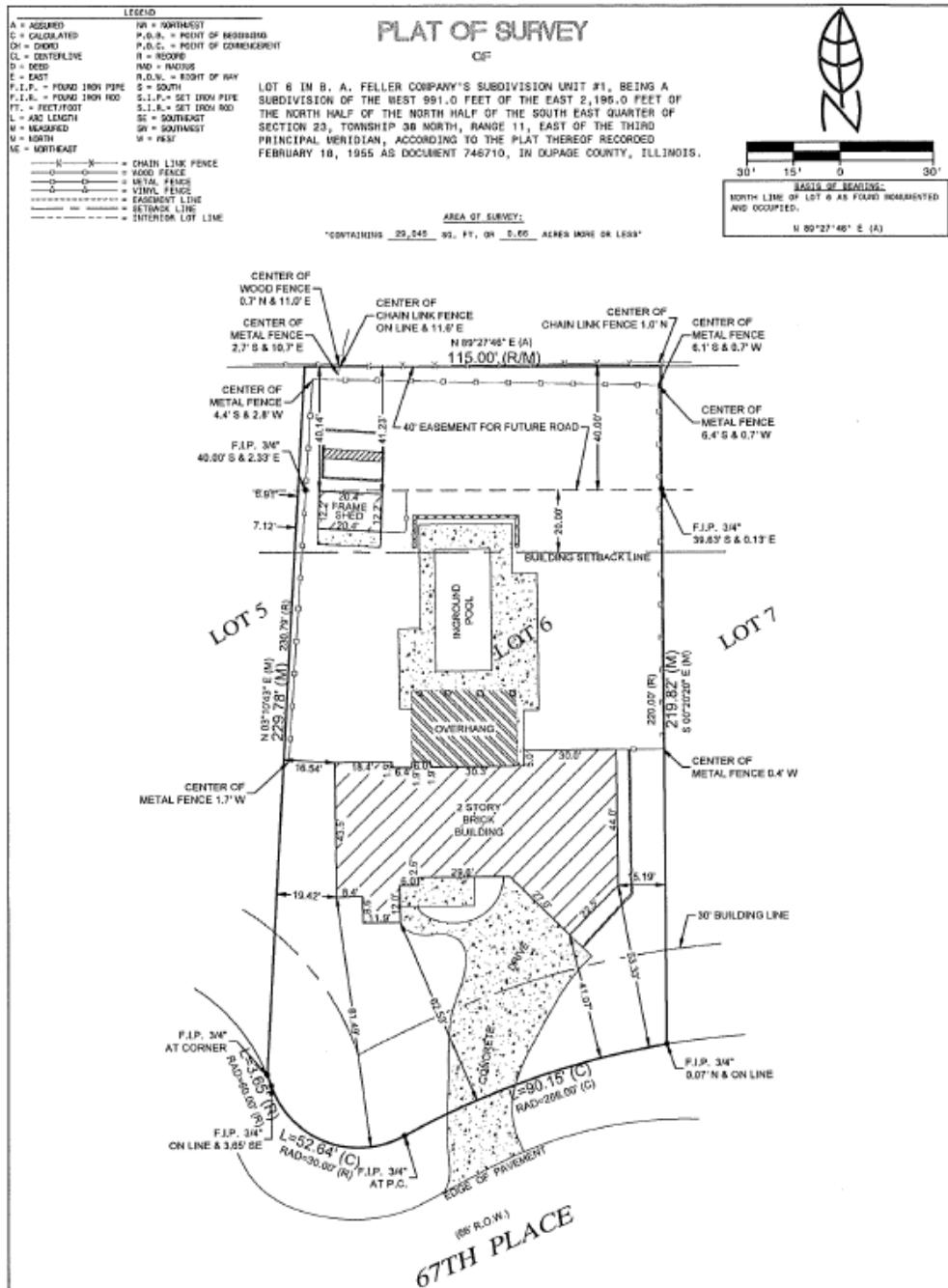
Legal Description: Lot 6 in B.A. Feller's Company Subdivision Unit #1, being a subdivision of the west 991.0 feet of the east 2,196.0 feet of the north half of the north half of the southeast quarter of section 23, township 38 north, range 11 east of the third principal meridian, according to the plat thereof recorded February 18, 1955 as document 74710, in Dupage County, Illinois.

Commonly known as 740 67th Place, Willowbrook, Illinois.

PIN: 09-23-400-007



Attachment 6
Plat of Survey



STATE OF ILLINOIS
COUNTY OF DUPAGE
I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO SWEAR THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY,* AND THAT THE PLAT HEREBY DRAWN IS A CORRECT REPRESENTATION OF BOUND SURVEY.

DATED, THIS 23RD DAY OF MARCH, A.D., 2023, AT Lisle, Illinois.

J. L. Morris
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-0232
LICENSE EXPIRATION DATE NOVEMBER 30, 2024
ILLINOIS BUSINESS REGISTRATION NO. 184-001945



NOTE:
1. ALL TIES SHOWN ON THIS SURVEY ARE MEASURED TO THE BUILDING'S SIDING (BRICK, PLANK, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
2. DO NOT CLEAR AND GRAVE ANY TIE THAT NOT SHOWN REMOVED.
3. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
4. ALL DIMENSIONS SHALL BE ASSUMED BY SCALING.

ADDRESS COMMONLY KNOWN AS **745 67TH PLACE**
VILLEROY, ILLINOIS

CLERK **BRADFORD MILLER LAR PC**

FIELDWORK DATE (CWD) **03/21/2023 (WV/JB)**

DRAWN BY **J. L. Morris** REVISED: **23-08-0845**



Attachment 7
Grading plan review by Novotny Engineering



545 Plainfield Road, Suite A
Willowbrook, IL 60527
Phone: 630/887-8640 * Fax: 630/887-0132

April 10, 2024

Mr. Michael Krol
Director of Community Development
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Re: **Grading Plan**
740 67th Place

Dear Michael:

We are in receipt of the Grading Plan for the above referenced site, prepared by Ridgeline Consultants, LLC dated March 26, 2024. The Plan depicts a proposed additional concrete driveway along the east property line with an approximate 500 sf proposed garage near the northeast corner of the property. A proposed retaining wall is also proposed along the edge of the proposed driveway.

We have reviewed the Plan and determined that the proposed driveway layout and grading provided will not have an impact on the **Zoning variances for this project**.

If you have any questions or comments regarding this review, please feel free to contact me.

Sincerely,

NOVOTNY ENGINEERING

Michael C. Hansen

Michael C. Hansen

John E. Fitzgerald

John E. Fitzgerald, P.E.

JEF/MCH
Enclosure

cc: Donna Guerin - dguerin@willowbrook.il.us
Sean Halloran - shalloran@willowbrook.il.us
Adam Guzik - aguzik@willowbrook.il.us
File No. 24171



Attachment 8
Proposed Site Plan by Ridgeline Consultants, LLC. (11x17)

Attachment 9
Grading Plan by Ridgeline Consultants, LLC. (11x17)

Attachment 10
Elevation plan by Image By Design, Inc. (11x17)

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Grading Plan

DEPARTMENT OF DEFENSE
HEADQUARTERS
U.S. ARMY
FORT BENNING, GEORGIA
1965

LINE TYPE LEGEND

ADJACENT LOT LINE =
 BOUNDARY SETBACK =
 EASEMENT =
 FENCE =
 CENTERLINE BETWEEN POLES
 WITH OVERHEAD WIRES =
 SANITARY SEWER =
 STORM SEWER =
 WATER MAIN =

UNDERGROUND UTILITIES PER JULIE

GAS LINE = 100 — 100 — 100 — 100 —

ABBREVIATION LEGEND

NOTES:

1) ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ULLMIS COORDINATE SYSTEM, EAST ZONE 1201 (CONVENTION AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE SPAN NETWORK AND EQUIPMENT).

2) CONTOUR INTERVAL = 10'

3) ELEVATIONS ARE REFERRED TO NAVD 88 DATUM.

4) SURFACE ELEVATIONS, VERTICAL ELEVATIONS, SHOWN HEREON ARE NOT NAVD 88 DATUM, BUT ARE DETERMINED AS USE OF TRIMBLE SPAN (TPS) NETWORK AND EQUIPMENT.

5) SITE BENCHMARKS ARE BUILT ON SITE HYDRANT (AS SHOWN ON DRAWING)

6) A CURRENT SITE REPORT WAS NOT FURNISHED THEREFORE, ALL SECTION CARS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.

7) ALL UTILITIES MAY NOT BE SHOWN. CALL 911 AT 1-800-242-0212 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.

8) LOCATION OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATELY BASED ON SURFACE ELEVATION AND UTILITIES PLANS AS PROVIDED BY THE CLEET AND UTILITY COMPANIES.

9) THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WILTONBRIDGE, AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.

10) ALL TILES LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON.

11) PARCELS CONTAINING APPROXIMATELY 28.156 SQUARE FEET OR 0.648 ACRES.

12) ALL MONUMENTS ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE.

13) SURVEY FIELD WORK COMPLETED ON 5-24-2013.

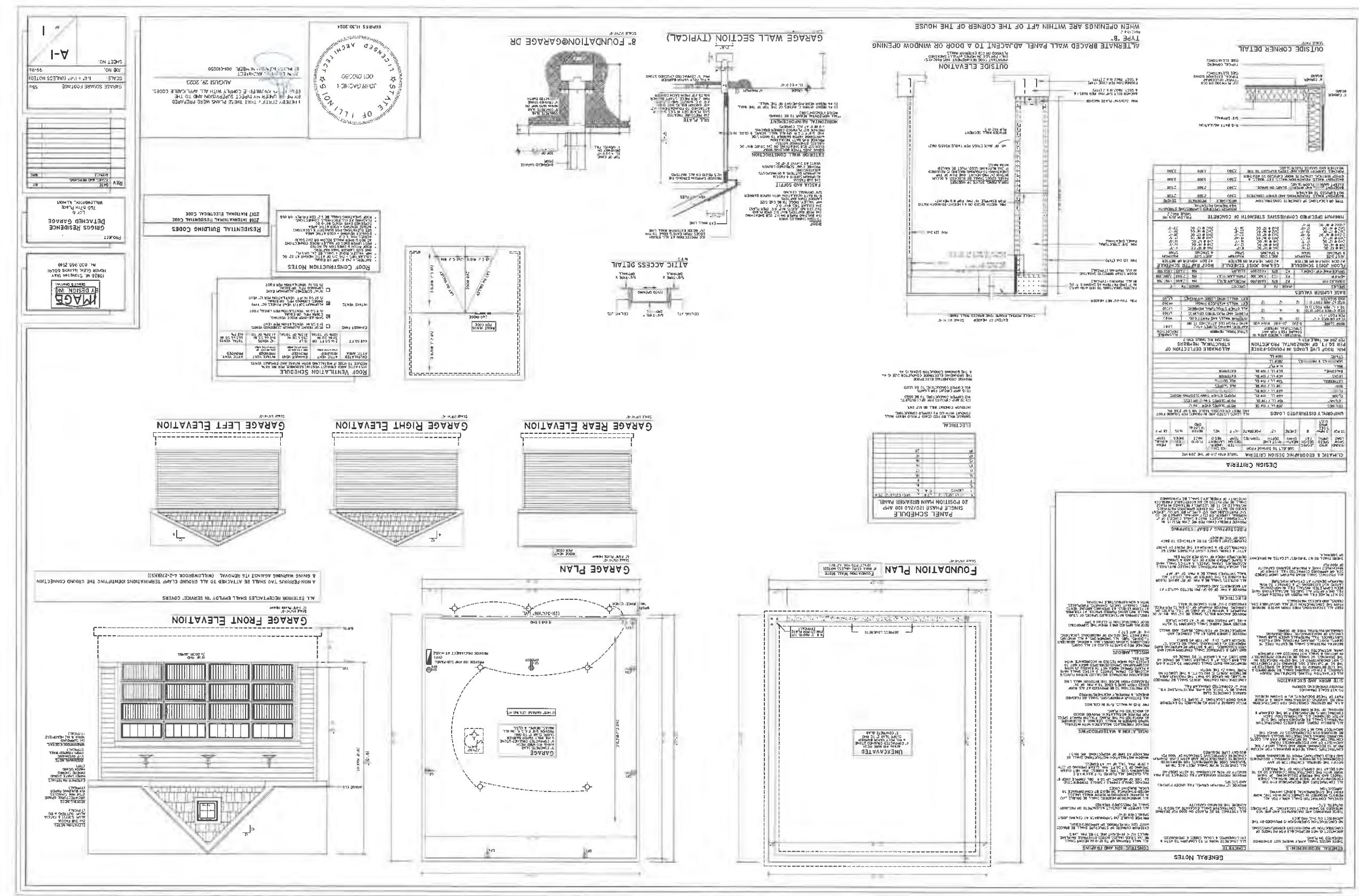
EXISTING CONDITIONS		PROPOSED CONDITION	
IMPERVIOUS	PERVIOUS	IMPERVIOUS	PERVIOUS
10,000 SF	34.7%	12,000 SF	41.5%
EX. BUILDINGS	1,000 SF	EX. BUILDINGS	1,200 SF
EX. ROADS	1,200 SF	EX. ROADS	1,200 SF
EX. PARKING	1,700 SF	EX. PARKING	1,700 SF
EX. COURTYARD	2,000 SF	EX. COURTYARD	2,000 SF
EX. ROOFS	2,000 SF	EX. ROOFS	2,000 SF
EX. CONCRETE PANTS	2,000 SF	EX. CONCRETE PANTS	2,000 SF
EX. RETAINING WALLS	100 SF	EX. RETAINING WALLS	100 SF
PERVIOUS	10,000 SF	PERVIOUS	17,600 SF
TOTAL	29,000 SF	100 %	28,000 SF
NET NEW IMPERVIOUS AREA = 1,517 SF		100 %	

- INCLUDING 1' ROOF OVERHANG.
NET NEW IMPERVIOUS AREA: 1,986 SF < 2,500 SF THRESHOLD OF PCBM PROVISION
PCBM IS NOT REQUIRED

NAME		ADDRESS		CITY		STATE		ZIP		CITY		STATE		ZIP	
ROBERT	ROBERTSON	12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST
ROBERT	ROBERTSON	12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST
ROBERT	ROBERTSON	12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST
ROBERT	ROBERTSON	12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST
ROBERT	ROBERTSON	12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST	NEW YORK	NY	100-00000		12345	MAIN ST

St. Helene **CONSULTANTS**
CONSULTING ENGINEERS - LAND SURVEYORS

MARRIALL GRIGGS
740 67TH PLACE
WILLOMBROOK, ILLINOIS
PROPERTY #500048



ORDINANCE NO. 24-O- _____

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE
VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC
740 67th PLACE, WILLOWBROOK, ILLINOIS**

WHEREAS, Cornelius Griggs, as applicant and owner, filed an application with the Village of Willowbrook (the "Village") with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant certain variations from the requirements of Section 9-3-01(A) to increase the maximum impervious surface in an R-2 Zoning District from forty percent (40%) to forty-one and 50/100ths percent (41.5%), and Section 9-5-03(A)(2)(a) to increase the maximum width of a single-slab driveway from thirty-two (32) feet to thirty-eight and 32/100ths (38.32) feet to allow the existing non-compliant driveway, of the Unified Development Ordinance of the Village to the SUBJECT REALTY; and

WHEREAS, the Village maintains a Unified Development Ordinance which is found in Title 9, entitled "Unified Development Ordinance", of the Willowbrook Municipal Code (the "UDO"); and

WHEREAS, a public notice for the hearing was published in compliance with Section 9-9-03(B)(3) of the UDO, in the Chicago Sun-Times newspaper on April 16, 2024, which is more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a public notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY, via first class mail, more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; and public notice was provided by posting on the property a sign visible to the general public complying with the requirements of Sections 9-9-

03(B)(3)(b) of the Zoning Ordinance, for at least fifteen (15) consecutive days prior to the public hearing date; and

WHEREAS, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on May 1, 2024, all as required by the statutes of the State and the ordinances of the Village; and

WHEREAS, at the public hearing, the applicant provided testimony in support of the proposed variations from the Unified Development Ordinance, and all interested parties had an opportunity to be heard; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) have received the recommendation of the Plan Commission, pursuant to a memorandum dated May 13, 2024, a copy of which is attached hereto as Exhibit “B”, which is by this reference, incorporated herein.

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

SECTION ONE: That pursuant to Title 9 entitled “Unified Development Ordinance”, Chapter 9 entitled “Zoning Procedures”, Section 9-9-04 entitled “Variation”, of the Village Code, the following variations from the provisions of the Unified Development Ordinance be and the same are hereby granted:

- A. Section 9-3-01(A) to increase the maximum impervious surface of the front yard in an R-2 District from forty percent (40%) to forty-one and 50/100ths percent (41.5%).

B. Section 9-5-03(A)(2)(a) to increase the maximum width of a single-slab driveway from thirty-three (33) feet to thirty-eight and 32/100ths (38.32) feet to allow for the existing non-compliant driveway.

The Board of Trustees makes the following findings with respect to the above variation:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
2. The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
6. The proposed variation will not alter the essential character of the locality.
7. The proposed variation is in harmony with the spirit and intent of the Unified Development Ordinance.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and **APPROVED** this 13th day of May, 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

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 6 IN B.A. FELLER'S COMPANY SUBDIVISION UNIT #1, BEING A SUBDIVISION OF THE WEST 991.0 FEET OF THE EAST 2,196.0 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1955 AS DOCUMENT 74710, IN DUPAGE COUNTY ILLINOIS.

ADDRESS: 740 67TH PLACE, WILLOWBROOK, ILLINOIS

PIN: 09-23-400-007

EXHIBIT B

PLAN COMMISSION RECOMMENDATION



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

MEMORANDUM

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

MEMO FROM: John Wagner, Chairman, Plan Commission

DATE: May 13, 2024

SUBJECT: **Zoning Hearing Case 24-05:** Consideration and
Recommendation for a petition requesting zoning variations
from Title 9 of the Village Unified Development Ordinance for
the property address 740 67th Place, Willowbrook, Illinois to
allow the following:

1. Section 9-3-01(A) to increase the maximum impervious surface coverage in the R-2 district from 40% to 41.5%.
2. Section 9-5-03(A)(2)(a) to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet to allow the existing non-compliant driveway.

The applicant is Cornelius Griggs, 740 67th Place, Willowbrook, Illinois, 60517.

At a regular meeting of the Plan Commission held on Wednesday, May 1, 2024, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Vice Chairman Walec and seconded by Commissioner Kaucky that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variation requests to the Unified Development Ordinance to increase the maximum impervious surface coverage from 40% to 41.5% and to increase the maximum width of a single-slab driveway from 33 feet to 38.32 feet for 740 67th Place with the condition that all construction permits must be approved and issued prior work starting and the design shall generally conform with the site plan by Ridgeline Consultants, LLC. and building elevation by Image by Design, Inc. which is attached to the packet.

ROLL CALL: AYES: Chairman Wagner, Vice Chairman Walec, Commissioners Kanaverskis, Kaucky, and Louise

NAYS: None

ABSENT: Baksay and Kaczmarek

MOTION DECLARED CARRIED

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

JW:mk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8

DATE: May 13, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE USE OF ILLINOIS STATE POLICE RANGE FACILITIES.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Gerard Wodka, Deputy Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is requesting a resolution approving and authorizing the execution of a memorandum of understanding (MOU) between the Village of Willowbrook and the Illinois State Police for the use of Illinois State Police range facilities.

BACKGROUND/SUMMARY

Many law enforcement agencies in Illinois, like the Willowbrook Police Department, do not have firearms range facilities. The Illinois State Police maintains range facilities throughout the state and allows outside law enforcement agencies to use their facilities.

To use their range facilities, the Illinois State Police requires outside agencies to agree to certain conditions and provisions, which outline the Illinois State Police responsibilities and outside agency responsibilities.

The general conditions of the memorandum define the purpose, term, definitions, responsibilities of the Illinois State Police, outside agency responsibilities, and general provisions. The memorandum of understanding is attached.

In summary, the Illinois State Police responsibilities would consist of: Full and final authority over all personnel and related activities on the range; Use of facilities to be authorized by an appointed range supervisor; Retaining authority to establish any rules and regulations; Having authority to suspend or terminate an agency's use of the range for any violations of rules or regulations.

In summary, the Willowbrook Police Department would be responsible for: Furnishing targets, ammunition, and related equipment; Providing a certified range officer to conduct shoots, and supervise activities when using the range; Ensure the use of ear/eye protection; Having activities approved and checking in and out with the facility; Setup and cleanup; Reporting any injuries, and complying with range rules and regulations consistent with the handling of firearms.



The general and miscellaneous provisions of the memorandum of understanding define termination, renewal, modifications by operation of law, discretionary modifications, cancellation, force majeure, waiver of liability, reimbursement, governing law, waivers, severability clause, and integration clause.

The agreement would provide an effective date through April 30th, 2025.

FINANCIAL IMPACT

The Illinois State Police does not charge a fee for the use of their range facilities.

RECOMMENDED ACTION:

Adopt the resolution to establish a memorandum of understanding with the Illinois State Police to use their range facilities.

RESOLUTION NO. 24 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE USE
OF ILLINOIS STATE POLICE RANGE FACILITIES**

WHEREAS, the Village of Willowbrook, of DuPage County, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have considered entering into a Memorandum of Understanding (“MOU”) with the Illinois State Police for Use of Departmental Range Facilities; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an MOU with the Illinois State Police to allow qualified Village Police Officers to use Illinois State Departmental Range Facilities, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

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

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

BE IT FURTHER RESOLVED that the Memorandum of Understanding (the “MOU”), by and between the Village of Willowbrook and the Illinois State Police, to allow qualified Village Police Officers to use Illinois State Departmental Range Facilities as detailed in the MOU, is hereby approved.

BE IT FURTHER RESOLVED that the Deputy Police Chief is hereby directed and authorized to execute said MOU on behalf of the Village of Willowbrook.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and **APPROVED** this 13th day of May, 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"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE ILLINOIS STATE POLICE**

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

Willowbrook Police Department

Agency Name

The Illinois State Police, hereinafter referred to as the "Department," and the requesting outside agency, hereinafter referred to as the "Agency," hereby agree to the following conditions and provisions:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to allow a qualified personnel from outside law enforcement agencies to use Departmental range facilities.

II. TERM

This MOU shall commence from the date of signature of each of the parties and shall terminate on April 30th, 2025

III. DEFINITIONS

A. Qualified Personnel

1. Personnel who are authorized by their Agency to perform qualification/training shoots and are certified by the Illinois Law Enforcement Training and Standards Board (ILETSB).
2. Personnel of an ILETSB exempt Agency who are authorized and certified to perform qualification/training shoots by their Agency.
3. Certified range officers are Qualified personnel.

B. Certified range officer

1. A Department officer certified in the Department Firearms Instructor Course.
2. Officers certified by successful completion of an ILETSB Firearms Instructor Course or equivalent for ILETSB exempt Agencies.

IV. RESPONSIBILITIES OF THE PARTIES

A. Department's Responsibilities

1. The Department will have full and final authority over all personnel and related activities on the range.
2. Use of the Academy Range is subject to authorization by the Department Academy Commander.
3. Use of the Troop Range facilities is subject to the authorization by the respective District Commander or appointed Range Supervisor.
4. The Department shall retain the authority to establish any rules or regulations regarding the use of its ranges.
5. The Department may, at its discretion, suspend or terminate the Agency's use of the range at any time if the Agency is violating any rules or regulations or the shoot is no longer considered safe.

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

B. Agency's Responsibilities

1. The Agency will furnish their own targets, ammunition and all other equipment relative to their use of the range.
2. The Agency will conduct their own shoots.
3. The Agency must provide a certified range officer who will take charge and supervise the Agency's activities when using the Department range.
4. The Agency shall ensure that all Agency personnel will wear eye and ear protection while on the range.
5. The Agency must have the personnel and related activities approved by the Department. In addition, the Agency will check in and out with Department personnel both prior to and following the use of a Departmental range facility.
6. Set-up and clean-up are the responsibility of the Agency.
7. The Agency will immediately report any and all injuries that occur on Departmental property to the Department.
8. The Agency agrees to comply with the following range rules and regulations as well as any additional Department range operations rules and regulations that are posted or disseminated:
 - a. Do not load, unload, or handle your weapon unless you are on the firing line, no one else is down range from you and you have the permission of the instructor.
 - b. When on the firing line, all muzzles will be pointed safely down range at all times.
 - c. If you have a problem with your weapon that you cannot fix, keep your weapons pointed safely down range, raise your hand and wait for an instructor to come to you.
 - d. There will be a safety area where you can work on a weapon if Departmental personnel are on site. No ammunition will be permitted in the safety area.
 - e. All weapons coming and leaving the range line will be cased, holstered, broken down or have a chamber blocking device inserted.
 - f. Any pistol that is taken forward of the setup area "bench" including secondaries weapons will have an appropriate holsters that secures the weapon properly. No one will carry in hand a pistol forward of the bench.
 - g. All long guns will be affixed with a proper sling.

V. GENERAL PROVISIONS

- A. Termination.** Either party may terminate this MOU with advance written notice to the other party of such termination.
- B. Renewal.** Renewal of the this MOU may be completed upon written agreement of the Agency and Department.

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

- C. Modifications by Operation of Law.** This MOU is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this MOU as if fully set forth herein. The Department shall timely notify the Agency of any pending implementation of or proposed amendment to such regulations of which it has notice.
- D. Discretionary Modifications.** Any modifications to this MOU must be in writing and acceptable to both parties. Any suggested changes or addendums may be submitted in writing by either party at any time. Both parties agree to respond to the other party in writing within 30 days of a suggested change. Both parties must agree in writing accept and enforce any changes to this MOU.
- E. Cancellation.** The Department has the sole authority to cancel an event if the Department determines that the event is prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including illnesses such as Foot and Mouth Disease, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause beyond its control. If an event is cancelled under this paragraph, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this MOU are deemed waived. If an event is cancelled under this paragraph, the Department will notify the Agency, no monies paid to the Department under this MOU will be returned.
- F. Force Majeure.** Should the respective Department range or a portion of the Department range be closed or the performance of this MOU by either party be prevented, rendered impossible or infeasible by an act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illnesses, interruption in or delay of transportation services, war, Act of God, emergencies or any other similar or dissimilar cause beyond the control of either party, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this agreement are deemed waived.
- G. Waiver of Liability.** The Agency and the person executing this application in his/her capacity as the responsible official representing the Agency, hereby accepts full responsibility for the conduct of any and all shoots and hereby releases the State of Illinois, the Department and its agents or employees from any liability or claim that may arise from any injury or other accident or incident involving any person using these facilities with the Agency. The Agency and the person executing this application in his/her capacity further agrees to indemnify, release and hold harmless the State of Illinois, the Department and its agents or employees from the action of any third party resulting from the act, negligence or otherwise, of any member of the Agency.
- H. Reimbursement.** The Agency and the person executing this application agree to reimburse the Department any expenditure that it incurs for any damage caused by the Agency, except damages caused by normal wear and tear.

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

VI. APPLICABLE STATUTES

A. Agency's Responsibilities. All applicable Federal, State and local laws, rules and regulations governing the performance required by the Agency shall apply to this MOU and will be deemed to be included in this MOU the same as though written herein in full. The Agency is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring the Agency's compliance.

VII. MISCELLANEOUS PROVISIONS

A. Governing Law. This MOU shall be governed by and construed according to Illinois law.

B. Waivers. A waiver of any condition of this MOU must be requested in writing. No waiver of any condition of this MOU may be effective unless in writing from and signed by the Director of the Department.

C. Severability Clause. If any provision under this MOU or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this MOU, which can be given effect without the invalid provision or application.

D. Integration Clause. This MOU, consisting of 4 pages, along with any attachments, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

Executed this 13th day of May 2024.

Commander or Range Supervisor
Illinois State Police

Deputy Chief Gerard Wodka
Agency Representative Name and Title

Agency Representative Signature

Willowbrook Police Department
Agency Name