

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 22, 2020, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: 312 626 6799

Meeting ID: 899 4032 9597

Password: 401471

Written Public Comments Can Be Submitted By 5:15 pm on June 22, 2020 to mmertens@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - June 8, 2020 (APPROVE)
 - c. Warrants - \$237,369.93 (APPROVE)
 - d. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
 - e. ORDINANCE - An Ordinance of the Village of Willowbrook Declaring Surplus Property and Authorizing the Sale or Disposal of the Same (PASS)
 - f. RESOLUTION - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, a One-Year Extension Amendment to the Illinois Elevator Safety Program Agreement (ADOPT)

- g. RESOLUTION - A Resolution Approving and Accepting a Proposal and Authorizing the Mayor and the Village Clerk to Execute and Attest to an Agreement for Storm Sewer Replacement and installation with H&R Constructions, Inc. at a Cost Not-to-Exceed \$14,985.00 (ADOPT)
- h. RESOLUTION - A Resolution Approving and Authorizing the Village Administrator to Execute a Proposal Submitted by Traffic Control & Protection, Inc. to Provide Traffic Control and Detour Signage at a Cost Not-to-Exceed \$4,300.00 (ADOPT)
- i. RESOLUTION - A Resolution Approving and Accepting a Proposal and Authorizing the Mayor and the Village Clerk to Execute and Attest to an Agreement for Concrete Saw Cutting with Alliance Concrete Sawing & Drilling IV, LLC at a Cost Not-to Exceed \$6,240.00 (ADOPT)
- j. RESOLUTION - A Resolution Approving and Accepting a Proposal and Authoring the Mayor and the Village Clerk to Execute and Attest to an Agreement for Sidewalk and Curb Replacement with Falcos Landscaping, Inc. at a Cost Not-to-Exceed \$2,500.00 (ADOPT)
- k. RESOLUTION - A Resolution Approving and Authorizing the Village Administrator to Execute a Proposal Submitted by Welch Bros., Inc. to Provide a 36" Culvert at a Cost Not-to-Exceed \$1,939.20 (ADOPT)
- l. MOTION - A Motion to Approve Bond Payment Due July 1, 2020 for Special Service Area, Series 2007 Bonds (PASS)

NEW BUSINESS

- 6. ORDINANCE - An Ordinance Amending Section 3-12-7 Entitled "License Fees:" of Chapter 12 Entitled "Liquor," of Title 3 Entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois (PASS)

PRIOR BUSINESS

- 7. TRUSTEE REPORTS
- 8. ATTORNEY'S REPORT

9. CLERK'S REPORT

10. ADMINISTRATOR'S REPORT

a. Expenditure in Excess of \$5,000: Community Resource
Center Architectural Services for Sprinkler System
Design and Coordination as well as Dais Design
Services (\$5,450.00)

11. MAYOR'S REPORT

12. CLOSED SESSION

13. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 8, 2020, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC THE VILLAGE OFFICES WIL BE CLOSED AND THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Present Via Conference Call Due to the COVID-19 Pandemic Were Mayor Frank A. Trilla, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, Gayle Neal, Paul Oggerino and Clerk Leroy R. Hansen.

ABSENT: None.

Also, present Via conference call due to COVID-19 Pandemic were Village Attorney Thomas Bastian, Village Administrator Brian Pabst, Assistant Village Administrator Michael Mertens, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Building Official Roy Giuntoli, Superintendent of Public Works Joe Coons, Planning Consultant Ann Choi and Interim Superintendent of Parks & Recreation John Fenske.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Trilla.

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - May 26, 2020 (APPROVE)
- c. Warrants - \$276,514.12 (APPROVE)
- d. Monthly Financial Report - May 2020 (APPROVE)
- e. ORDINANCE - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 Ordinance No. 20-O-21-(PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - An Ordinance Amending Section 8-8-10 Entitled "All Night Parking" of Chapter 8 Entitled "Parking Rules" of Title 8 Entitled "Traffic Regulations" of the Village Code of the Village of Willowbrook, DuPage County, Illinois (PASS)

The Village of Willowbrook prohibits parking on any street in the Municipality between the hours of two o'clock (2:00) a.m. and six o'clock (6:00) a.m. of any day. The current language of this ordinance is from 1963. The Village allows for exceptions to this Ordinance for residents who request overnight parking. These requests are currently administered via an online portal. Upon looking at these requests it has become evident that residents are requesting overnight parking for multiple vehicles for a year at a time. Staff is recommending authorization to grant special permission: a) in emergency situations, or b) on a temporary basis, however, overnight parking permission is limited to three (3) nights per calendar month. This should help alleviate any issues we are seeing with pre-registering a year in advance. This was also discussed at the Public Safety Meeting and approved.

Mayor Trilla asked are there any safety issues.

Chief Schaller stated it is harder to see children on bicycles.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 20-0-22 as presented.

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

7. RESOLUTION - A Resolution of the Village of Willowbrook Approving and Authorizing the Village Administrator to Execute a Certain Proposal Submitted by Pure Prairie Organics for the Village Weed Control and Fertilization Program (ADOPT)

Interim Superintendent of Parks Fenske shared that The Village first signed a contract with Pure Prairie in April of 2016, at which time we were one of the first Villages to switch to an organic program. Staff is happy with their service. Interim Superintendent of Parks Fenske is in support of Pure Prairie Organics to continue to service the Village.

Attorney Bastian advised the Mayor that due to pending legislative law with the Open Meetings Act, roll call must be taken during a remote meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 20-R-28 as presented.

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

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal reported that there is a change in the Village website which was implemented by Nancy Turville. The Nixle alerts are on the home page of The Village of Willowbrook website. In addition to the updated alerts there is a realignment of the calendar with the events for the month. This makes the website user friendly and has received positive feedback.

On Saturday, June 6th, the company Biomist Vice President, Robert L. Cook, did a live demonstration of their Power Sanitizing System. This live demonstration occurred in the sallie port of the Police Department, and the Tahoe squad car was used as the focus of the point and spray demo. The demonstration was attended by various municipal staff and ended with a question and answer session. This demonstration was at the request of the Public Safety Chair in response to the recent May 26, 2020 Public Safety Committee. At this meeting Chief Schaller/ Deputy Chief Kaspar presented the Committee with the information on the Biomist company and product documentation/verification/CDC/EPA support of the product ingredients. This item was being investigated due to the needed disinfecting options in response to ~~meet~~ the COVID 19 Virus pandemic. This disinfecting system/product can completely kill pathogens in the cracks and crevices, is noncorrosive and safe for use in squad cars, computer keyboards, gurneys, patient care devices, and all office equipment. Chairman Neal commented on the Biomist product documentation sent to the Board members by Assistant Administrator Mertens on Saturday. She discussed the CDC/EPA

verification support that the Biomist Formula D2, which is the product that would be used, meets all Federal health guidelines. Trustee Neal advised Board members that additional information is forthcoming and will be included in a complete presentation to the Board. Chairman Neal then turned discussion over to Chief Schaller who gave additional data and comments.

Chief Schaller stated that the D2 Formula kills the COVID-19, and is effective against HIV and tuberculosis. It is quite potent and evaporates in five (5) minutes.

Trustee Neal commented that due to the makeup of the active ingredients, is it is safe to use on electronics. The City of Elgin is currently using this product. This would benefit our employees and give them a certain degree of safety.

Trustee Kelly commended the Police Department and Public Works for all their hard work. The Village stayed a step ahead of all the regional issues.

Trustee Mistele agreed with Trustee Kelly and thanked the Mayor for all his efforts to keep the Trustees informed during this uncertain time.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Village Administrator Pabst shared that House of Glass has provided documentation for glass partitions. They will be we installed at the reception front desk and in the Building Department. The cost for the upper level is about \$2,600 and \$2,500 for the lower level. Public Works was able to get the lower level cost modified because there is an existing glass there and it needs to be taller. This cost should not exceed \$5000 but needs board approval.

Mayor Trilla thanked Administrator Pabst for coming to the board and asked if this expense will be sent to DuPage County for reimbursement.

Village Administrator Pabst advised that he has submitted a detailed spread sheet, and this cost was included.

12. MAYOR'S REPORT

Mayor Trilla commented that considering everything that has been going on there has not been much activity with the Chicago Task Force. Since the rioting, all meetings have been on hold.

As the President, of the DuPage Mayors and Managers, I have been actively involved with communications to all members. All the Mayors have been reporting to me about planned events, unplanned events, and demonstrations. My intent is to share this information with the Board as it becomes available. Mayor Trilla thanked all the employees at the Village especially the Police Department.

13. CLOSED SESSION

Mayor Trilla advised there was no need for closed session at tonight's meeting.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:56 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2020.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

June 22, 2020

GENERAL CORPORATE FUND	-----	\$101,068.27
WATER FUND	-----	\$129,147.31
HOTEL/MOTEL TAX FUND	-----	\$4,486.64
MOTOR FUEL TAX FUND	-----	2,638.33
POLICE PENSION FUND	-----	\$29.38
TOTAL WARRANTS	-----	\$237,369.93

C.P.

Carrie Dittman, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 06/10/2020 - 06/23/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/23/2020	APCH	95720*	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	443.60
				PHONE - TELEPHONES	455-201	10	87.67
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	91.30
				PHONE - TELEPHONES	455-201	20	91.30
				PHONE - TELEPHONES	630-201	30	263.00
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	91.30
				CHECK APCHK 95720 TOTAL FOR FUND 01:			1,868.17
06/23/2020	APCH	95721	ADOBE SYSTEMS INC	EDP EQUIPMENT/SOFTWARE	640-212	30	2,038.80
06/23/2020	APCH	95722	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - MISC FEE	630-249	30	1,740.00
				CHECK APCHK 95722 TOTAL FOR FUND 01:			24,215.00
06/23/2020	APCH	95723	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	67.96
06/23/2020	APCH	95724	BENNING, CHRIS	BROW20-003 - PB19-111	210-109	00	5,000.00
06/23/2020	APCH	95725	CALL ONE INC	PHONE - TELEPHONES	455-201	10	309.61
06/23/2020	APCH	95726	CHOICE OFFICE EQUIP & SUPPLIES IN	COPY SERVICE	455-315	10	740.07
06/23/2020	APCH	95727*	CHRISTOPHER B. BURKE	FEES - ENGINEERING	520-245	15	220.00
				FEES - ENGINEERING	520-245	15	110.00
				FEES - ENGINEERING	720-245	35	110.00
				FEES - ENGINEERING	720-245	35	330.00
				FEES - ENGINEERING	820-245	40	220.00
				FEES - DRAINAGE ENGINEER - REIMB	820-246	40	150.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	1,485.50
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	230.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	110.00
				PLAN REVIEW - CIVIL ENGINEER - REIMB	820-254	40	110.00
				PLAN REVIEW - CIVIL ENGINEER - REIMB	820-254	40	165.00
				CHECK APCHK 95727 TOTAL FOR FUND 01:			3,240.50
06/23/2020	APCH	95728	CINTAS CORPORATION NO 2	MAINTENANCE - PW BUILDING	725-418	35	74.66
				MAINTENANCE - PW BUILDING	725-418	35	64.66
				MAINTENANCE - PW BUILDING	725-418	35	97.76
				MAINTENANCE - PW BUILDING	725-418	35	97.76
				CHECK APCHK 95728 TOTAL FOR FUND 01:			334.84

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 06/10/2020 - 06/23/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/23/2020	APCH	95729*#	COMED	RED LIGHT - COM ED	630-248	30	39.41
				RED LIGHT - COM ED	630-248	30	39.08
				RED LIGHT - COM ED	630-248	30	32.27
				ENERGY - STREET LIGHTS	745-207	35	400.06
				ENERGY - STREET LIGHTS	745-207	35	38.06
				CHECK APCHK 95729 TOTAL FOR FUND 01:			548.88
06/23/2020	APCH	95730#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	49.92
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	0.08
				CHECK APCHK 95730 TOTAL FOR FUND 01:			50.00
06/23/2020	APCH	95732	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
06/23/2020	APCH	95735	GOVT FINANCE OFCRS ASSN	SCHOOLS/CONFERENCES/TRAVEL	610-304	25	70.00
06/23/2020	APCH	95737	HALOCK SECURITY LABS	CYBER DISRUPTION	460-265	10	3,750.00
06/23/2020	APCH	95738#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	5,164.25
				ROUTE 83 BEAUTIFICATION	755-281	35	4,225.00
				CHECK APCHK 95738 TOTAL FOR FUND 01:			9,389.25
06/23/2020	APCH	95739#	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	26.00
				MAINTENANCE - EQUIPMENT	740-411	35	39.07
				CHECK APCHK 95739 TOTAL FOR FUND 01:			65.07
06/23/2020	APCH	95740	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	305.00
06/23/2020	APCH	95742	JSN CONTRACTORS SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	88.50
				MAINTENANCE - PW BUILDING	725-418	35	438.00
				CHECK APCHK 95742 TOTAL FOR FUND 01:			526.50
06/23/2020	APCH	95743	JULIE, INC.	J.U.L.I.E.	755-332	35	1,015.55
06/23/2020	APCH	95744	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	1,350.00
06/23/2020	APCH	95745	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
06/23/2020	APCH	95746#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	165.47
				COPY SERVICE	630-315	30	56.13
				COPY SERVICE	810-315	40	246.34
				CHECK APCHK 95746 TOTAL FOR FUND 01:			467.94

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/23/2020	APCH	95748	MIDCO	MAINTENANCE - BUILDING	466-228	10	468.00
06/23/2020	APCH	95749	MITECHS, INC.	IT - CONSULTING SERVICES	615-306	25	1,170.00
06/23/2020	APCH	95750	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	1,585.00
				REIMB EXP - BRUSH PICKUP	755-284	35	15,600.00
				REIMB EXP - BRUSH PICKUP	755-284	35	2,900.00
				CHECK APCHK 95750 TOTAL FOR FUND 01:			20,085.00
06/23/2020	APCH	95751	P.F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	17.00
06/23/2020	APCH	95752	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	526.70
06/23/2020	APCH	95753	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
06/23/2020	APCH	95754	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - BUILDING CODE- REIMB	820-258	40	587.75
				PART TIME - INSPECTOR - REIMB	830-109	40	300.00
				CHECK APCHK 95754 TOTAL FOR FUND 01:			887.75
06/23/2020	APCH	95755	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE/SUPPLIES	570-280	20	3,117.00
06/23/2020	APCH	95756	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING EQUIPMENT	630-401	30	72.00
06/23/2020	APCH	95757#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	90.00
				STREET & ROW MAINTENANCE	750-328	35	4,781.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,364.25
				CHECK APCHK 95757 TOTAL FOR FUND 01:			6,235.25
06/23/2020	APCH	95758	THOMPSON ELEV. INSPECT. SERVICE	PLAN REVIEW - BUILDING CODE -REIMB	820-258	40	100.00
06/23/2020	APCH	95759	THOMSON REUTERS - WEST	OFFICE SUPPLIES	630-301	30	1,185.76
				FEES/DUES/SUBSCRIPTIONS	630-307	30	173.43
				CHECK APCHK 95759 TOTAL FOR FUND 01:			1,359.19
06/23/2020	APCH	95760	TRAFFIC CONTROL & PROTECTIONS	OPERATING EQUIPMENT	630-401	30	500.00
06/23/2020	APCH	95761	ULINE	OFFICE SUPPLIES	630-301	30	38.12
06/23/2020	APCH	95762#	USABLUBOOK	BUILDING MAINTENANCE SUPPLIES	466-351	10	81.36
				MAINTENANCE - PW BUILDING	725-418	35	202.77
				MAINTENANCE - PW BUILDING	725-418	35	81.37
				CHECK APCHK 95762 TOTAL FOR FUND 01:			365.50

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
 CHECK DATE FROM 06/10/2020 - 06/23/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/23/2020	APCH	95763*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	46.87
				PHONE - TELEPHONES	455-201	10	46.87
				PHONE - TELEPHONES	630-201	30	842.07
				TELEPHONES	710-201	35	117.18
				TELEPHONES	810-201	40	62.26
				CHECK APCHK 95763 TOTAL FOR FUND 01:			1,115.25
06/23/2020	APCH	95764	VESCO OIL CORPORATION	MAINTENANCE - PW BUILDING	725-418	35	219.50
06/23/2020	APCH	95765#	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	213.30
				OFFICE SUPPLIES	455-301	10	12.78
				OFFICE SUPPLIES	455-301	10	97.03
				OFFICE SUPPLIES	455-301	10	52.29
				COMMISSARY PROVISION	455-355	10	32.38
				COMMISSARY PROVISION	455-355	10	15.99
				COMMISSARY PROVISION	455-355	10	14.58
				COMMISSARY PROVISION	455-355	10	20.49
				OFFICE SUPPLIES	610-301	25	18.00
				OFFICE SUPPLIES	610-301	25	7.14
				OPERATING EQUIPMENT	630-401	30	179.47
				OFFICE SUPPLIES	810-301	40	56.00
				CHECK APCHK 95765 TOTAL FOR FUND 01:			719.45
06/23/2020	APCH	95766	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER	520-257	15	5,968.40
				PLAN REVIEW - PLANNER	520-257	15	153.00
				CHECK APCHK 95766 TOTAL FOR FUND 01:			6,121.40
06/23/2020	APCH	95767	WESTERN FIRST AID & SAFETY	OPERATING EQUIPMENT	630-401	30	80.68
				OPERATING EQUIPMENT	630-401	30	400.00
				CHECK APCHK 95767 TOTAL FOR FUND 01:			480.68
06/23/2020	APCH	95768	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	523.25
06/23/2020	APCH	95769	WILLOWBROOK CURRENCY EXCHANGE	MAINTENANCE - VEHICLES	630-409	30	110.85
				Total for fund 01 GENERAL FUND			101,068.27

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 06/10/2020 - 06/23/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
06/23/2020	APCH	173(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	124,284.79
06/23/2020	APCH	95720*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	91.30
				PHONE - TELEPHONES	401-201	50	91.30
				CHECK APCHK 95720 TOTAL FOR FUND 02:			182.60
06/23/2020	APCH	95729*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	639.39
06/23/2020	APCH	95733	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	100.00
06/23/2020	APCH	95736	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,600.00
06/23/2020	APCH	95741	ILLINOIS TOLLWAY	SCHOOLS CONFERENCE TRAVEL	401-304	50	10.30
06/23/2020	APCH	95747	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
06/23/2020	APCH	95763*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	75.06
				PHONE - TELEPHONES	401-201	50	117.17
				CHECK APCHK 95763 TOTAL FOR FUND 02:			192.23
				Total for fund 02 WATER FUND			129,147.31

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CHECK DATE FROM 06/10/2020 - 06/23/2020

Check #	Check Date	Bank	Payee	Description	Account	Dept	Amount
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Fund: 03 HOTEL/MOTEL TAX FUND

06/23/2020 APCH 95731 DUPAGE CONVENTION

FEES DUES SUBSCRIPTIONS	401-307	53	1,000.00
FEES DUES SUBSCRIPTIONS	401-307	53	1,000.00
FEES DUES SUBSCRIPTIONS	401-307	53	1,000.00
FEES DUES SUBSCRIPTIONS	401-307	53	611.15
ADVERTISING - DCVB	435-317	53	875.49

CHECK APCHK 95731 TOTAL FOR FUND 03:

4,486.64

Account	03	HOTEL/MOTEL	TAX	FUND
Total for fund	03	HOTEL/MOTEL	TAX	FUND

4,486.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
06/23/2020	APCH	95727*#	CHRISTOPHER B. BURKE	ENGINEERING	430-245	56	2,638.33
				Total for fund 04 MOTOR FUEL TAX FUND			2,638.33

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
06/23/2020	APCH	95734	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	401-311	62.	29.38
				Total for fund 07 POLICE PENSION FUND			29.38
			TOTAL - ALL FUNDS				237,369.93

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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**AN ORDINANCE EXTENDING TEMPORARY EXECUTIVE POWERS PURSUANT TO
65 ILCS 5/11-1-6**

AGENDA NO. 5d

AGENDA DATE: 6/22/2020

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: Mike Mertens

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: Tom Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China. The World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020.

On March 9, 2020 Illinois Governor JB Pritzker declared all counties in the State of Illinois as a disaster area, Governors Disaster Proclamation. Following the lead of Governor, J. B. Pritzker, health agencies on both the State and Federal level, and March 16, 2020 DuPage County Disaster Proclamation by DuPage County Board Chairman Dan Cronin, the Village is taking immediate steps of limiting access to the Village Hall. This action of social distancing is to prevent the spread of COVID-19. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID-19 a global pandemic. The CDC recommended that all events over 50 people be postponed or cancelled. The State of Illinois has closed all restaurants and bars for in-house services and is recommending a minimum six-foot social distancing policy. The World Health Organization has reported 8,061,550 confirmed cases and 440,290 deaths worldwide and 133,639 and 6,398 respectively for the State of Illinois that are attributable to COVID-19 as of June 17, 2020.

On May 29, 2020 Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria to June 27, 2020 (attached).

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

It is the policy of the Village of Willowbrook that the corporate authorities will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the mayor to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

If the ordinance is approved, it would allow for the follow items allowable through the code of ordinances:

a) All actions reasonably and expeditiously necessary to respond to the local state of emergency; and

- b) Approve previously appropriated expenditures of the Village for the purpose of continuing the operations of the Village; and
- c) In the event the local state of emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approve new spending by the Village during the existence of the local state of emergency;
- d) Canceling meetings of any board or commission to which the Mayor appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board of commission as is specified in the cancellation notice;
- e) Suspend licenses or permits for special events or any other licenses or permits issued by the Village which in the judgment of the Mayor could impact the public health or well-being of residents or visitors to the community;
- f) Authorize any purchase for which funds are available reasonably related to the local state of emergency; and
- g) Authorize to close Village facilities as is reasonably required to protect the health of the public and employees of the Village related to the local state of emergency.

This Extension of the Temporary Executive Power Ordinance will be in full affect until the next regular meeting of the Village Board of the Village of Willowbrook.

A copy of the State of Illinois Executive Order in Response to COVID-19 is attached.

ACTION PROPOSED: Pass the Ordinance.



Gubernatorial Disaster Proclamation

WHEREAS, since early March 2020, Illinois has been faced with a disaster caused by a pandemic that has taken the lives of thousands of residents, infecting over 100,000 and growing, resulting in extraordinary sickness and loss of life; and,

WHEREAS, at all times but especially during a public health crisis, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, it is critical that Illinoisans who become sick are able to be treated by medical professionals, including when a hospital bed, emergency room bed, or ventilator is needed; and,

WHEREAS, it is also critical that the State's health care and first responder workforce has adequate personal protective equipment (PPE) to safely treat patients, respond to public health disasters, and prevent the spread of communicable diseases; and,

WHEREAS, as Illinois enters the fourth month of responding to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that has spread and continues to spread rapidly among people through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 5.5 million confirmed cases of COVID-19 and 350,000 deaths attributable to COVID-19 globally; and,

WHEREAS, despite efforts to contain COVID-19, the World Health Organization and the federal Centers for Disease Control and Prevention (CDC) indicated that the virus was expected to continue spreading and it has, in fact, continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, on March 9, 2020, I, JB Pritzker, Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, I again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, I again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the variety of health effects it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus's effects and its path difficult to predict; and,

WHEREAS, from the outset, data suggested that older adults and those with serious underlying health conditions are more likely to experience severe and sometimes fatal complications from COVID-19; and,

WHEREAS, emerging evidence has shown that young people, including infants and toddlers, are also at risk of such complications; and,

WHEREAS, young and middle-aged people have comprised a significant proportion of hospitalized COVID-19 patients, and there is evidence that COVID-19 causes blood clots and strokes, and has caused deadly strokes in young and middle-aged people who exhibited few symptoms; and,

WHEREAS, the understanding of spread from infected individuals who have not shown symptoms has changed and, on April 12, 2020, the CDC changed the period of exposure risk from "onset of symptoms" to "48 hours before symptom onset"; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, although the CDC initially recommended against wearing cloth face coverings or masks as protection, as a result of emerging research on asymptomatic and pre-symptomatic transmission, the CDC has revised its conclusions and recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time I issued the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of today, May 29, 2020, there have been over 115,000 confirmed cases of COVID-19 in 100 Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of today, May 29, 2020, Illinois has had more than 5,180 deaths resulting from COVID-19, and many days, more than 100 Illinoisans lose their lives to the virus; and,

WHEREAS, studies suggest that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, although the number of new COVID-19 cases has stabilized and potentially begun to decrease in recent weeks, the virus continues to infect thousands of individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supports the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State is making every effort to procure additional PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State faces a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, while hospitalizations have very recently stabilized, Illinois is using a significant percentage of hospital beds, ICU beds, and ventilators to treat COVID-19 patients that require hospitalization and, if cases were to surge higher, the State could face a shortage of one or more of these critical health care resources; and,

WHEREAS, Illinois currently has a total of 33,662 hospital beds with 3,749 ICU beds, of which, only 34% of hospital beds and 34% of ICU beds currently are available statewide; and,

WHEREAS, the State worked with top researchers from the University of Illinois at Urbana-Champaign, the Northwestern School of Medicine, the University of Chicago, the Chicago and Illinois Departments of Public Health, along with McKinsey and Mier Consulting Group, and Civis Analytics, to analyze daily data on COVID-19 deaths and ICU usage and model potential outcomes; and,

WHEREAS, the State's modeling showed that its health care resource utilization would peak in May, and that health care resources would continue to be limited after the peak; and updated modeling now shows that the peak may have been delayed, with the tail extending several more weeks; and,

WHEREAS, the State's modeling continues to show that without extensive social distancing and other precautions, the State will face a shortage of hospital beds, ICU beds and/or ventilators; and,

WHEREAS, the epidemiology concept of R_0 (R-naught) – which represents the number of cases, on average, an infected person will cause during their infectious period – is an important measure of progress in combatting a virus like COVID-19, and that an R_0 of below 1 is a critical milestone because it suggests that the disease is declining rather than spreading; and,

WHEREAS, the State's estimated effective R_0 was approximately 3.5 at the beginning of the outbreak, but the number has improved to approximately 1.13 based on the State's emergency measures, including, most importantly, the "stay at home" order; and,

WHEREAS, hospital beds, ICU beds, and ventilators are needed not for just patients with COVID-19, but also for any number of additional illnesses and injuries; and,

WHEREAS, fewer Illinoisans have sought non-COVID-19 related medical care and emergency care in recent weeks and it is critical for public health that Illinoisans are able to and willing to seek non-COVID-19 related medical care and emergency care; and,

WHEREAS, Illinoisans will be able to and willing to seek non-COVID-19 related medical care and emergency care if there are sufficient hospital beds, ventilators, and if medical personnel are able to protect themselves with PPE; and,

WHEREAS, over the course of the COVID-19 crisis, the State has been constrained in the number of COVID-19 tests that can be taken and processed due to a limited number of testing sites and labs, as well as a shortage of necessary supplies, including the swabs needed to take samples; and,

WHEREAS, at the time I issued the first Gubernatorial Disaster Proclamation, Illinois had capacity to test no more than a few hundred people per day for COVID-19 at a small number of testing sites; and,

WHEREAS, the State has developed testing sites throughout Illinois and now routinely exceeds 20,000 COVID-19 tests per day, and testing capacity continues to increase; and,

WHEREAS, Illinois now has tested over 829,000 total specimens for COVID-19; and,

WHEREAS, national projections adjusted for Illinois' population suggest the State must continue to increase the number of tests processed per day as part of an effective effort to permanently slow and reduce the spread of COVID-19; and,

WHEREAS, in addition to causing the tragic loss of 5,186 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide, 40 million people have filed unemployment claims since the start of the pandemic – representing one in four U.S. workers; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate rose to 16.4% in April, with 762,000 jobs lost during that month; and,

WHEREAS, over 180,000 small businesses in Illinois have received over \$22 billion in COVID-19 related financial support through the federal Paycheck Protection Program in an effort to prevent these businesses from closing; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that impact the health and safety of residents; and,

WHEREAS, based on the foregoing facts, and considering the expected continuing spread of COVID-19 and the resulting health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of these resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the State of Illinois that the State will be prepared to address any disasters and, therefore, it is necessary and appropriate to make additional State resources available to ensure that that our healthcare delivery system is capable of serving those who are sick and that Illinoisans remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the State in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, this proclamation will assist Illinois agencies in coordinating State and Federal resources, including materials needed to test for COVID-19, personal protective equipment, and medicines, in an effort to support the State responses as well as the responses of local governments to the present public health emergency; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

WHEREAS, the Illinois Constitution, in Article V, Section 8, provides that "the Governor shall have the supreme executive power, and shall be responsible for the faithful execution of the laws," and states, in the Preamble, that a central purpose of the Illinois Constitution is "provide for the health, safety, and welfare of the people";

NOW, THEREFORE, in the interest of aiding the people of Illinois and the local governments responsible for ensuring public health and safety, I, JB Pritzker, Governor of the State of Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the State of Illinois and specifically declare all counties in the State of Illinois as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, including but not limited to those specific emergency powers set forth below.

Section 2. The Illinois Department of Public Health and the Illinois Emergency Management Agency are directed to coordinate with each other with respect to planning for and responding to the present public health emergency.

Section 3. The Illinois Department of Public Health is further directed to cooperate with the Governor, other State agencies and local authorities, including local public health authorities, in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The Illinois Emergency Management Agency is directed to implement the State Emergency Operations Plan to coordinate State resources to support local governments in disaster response and recovery operations.

Section 5. To aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act, the provisions of the Illinois Procurement Code that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law. If necessary, and in accordance with Section 7(1) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(1), the Governor may take appropriate executive action to suspend additional statutes, orders, rules, and regulations.

Section 6. Pursuant to Section 7(3) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(3), this proclamation activates the Governor's authority, as necessary, to transfer the direction, personnel or functions of State departments and agencies or units thereof for the purpose of performing or facilitating emergency response programs.

Section 7. The Illinois Department of Public Health, Illinois Department of Insurance and the Illinois Department of Healthcare and Family Services are directed to recommend, and, as appropriate, take necessary actions to ensure expanded access to testing for COVID-19 and that consumers do not face financial barriers in accessing diagnostic testing and treatment services for COVID-19.

Section 8. The Illinois State Board of Education is directed to recommend, and, as appropriate, take necessary actions to address any impact to learning associated with the present public health

emergency and to alleviate any barriers to the use of remote learning during the effect of this proclamation that exist in the Illinois School Code, 105 ILCS 5/1-1 et. seq.

Section 9. All State agencies are directed to cooperate with the Governor, other State agencies and local authorities in the development and implementation of strategies and plans to cope with and recover from the economic impact of the present public health emergency.

Section 10. Pursuant to Section 7(14) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(14), increases in the selling price of goods or services, including medical supplies, protective equipment, medications and other commodities intended to assist in the prevention of or treatment and recovery of COVID-19, shall be prohibited in the State of Illinois while this proclamation is in effect.

Section 11. This proclamation can facilitate requests for federal emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the State and affected local governments.

Section 12. For purposes of Senate Bill 2135 (101st General Assembly), Article 15, section 15-5, amending the Open Meetings Act, new section 5 ILCS 120/7(e)(4), I find that the public health concerns at issue in this proclamation render in-person attendance of more than ten people at the regular meeting location not feasible.

Section 13. This proclamation shall be effective immediately and remain in effect for 30 days.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.



*Done at the Capitol in the City of
Springfield this 2nd day of May, in the
Year of Our Lord two thousand and
twenty, and of the State of Illinois two
hundred and second.*

Dee Dee White
SECRETARY OF STATE

RBPA
GOVERNOR

ORDINANCE NO. 20-0 _____

**AN ORDINANCE EXTENDING TEMPORARY
EXECUTIVE POWERS PURSUANT TO 65 ILCS 5/11-1-6**

WHEREAS, on March 23, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 ordering all individuals, with certain exceptions, to shelter in place through April 7, 2020; and

WHEREAS, during the March 23, 2020, regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-0-08 entitled “An Ordinance Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

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

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

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

WHEREAS, during the April 27, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-0-13 entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

WHEREAS, during the May 11, 2020 regular Village Board Meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-0-17 entitled, “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-6”; and

WHEREAS, during the May 26, 2020 Village Board meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-0-19 extending temporary executive powers; and

WHEREAS, during the June 8, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-0-21 extending temporary executive powers; and

WHEREAS, the Village of Willowbrook continues to be subject to the shelter in place requirements of the Governor’s Executive Order 2020-10, extended by 2020-18 and further extended by Executive Orders 2020-30 and 2020-32 entered May 1, 2020, and the Village Mayor believes it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-0-08, 20-0-10, 20-0-13, 20-0-17, 20-0-19, and 20-0-21 be extended to the adjournment of the next regularly scheduled Village of Willowbrook Mayor and Board of Trustees’ meeting.

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

SECTION 1. The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village that the Village extend the temporary executive powers afforded by Village Ordinances 20-0-08, 20-0-10, 20-0-13, 20-0-17, 20-0-19 and 20-0-21, and as extended by this Village Ordinance 20-0- ___, until the adjournment of the next regularly scheduled meeting of the Village of Willowbrook Mayor and Board of Trustees.

SECTION 2. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen,
Village Clerk

BOARD MEETING**AGENDA ITEM - HISTORY/COMMENTARY****AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
DECLARING SURPLUS PROPERTY AND AUTHORIZING THE
SALE OR DISPOSAL OF THE SAME****AGENDA NO. 5e**
AGENDA DATE: 06/22/2020**STAFF REVIEW:** Robert Schaller, Police Chief**SIGNATURE:** R. Schaller /mm**LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** T. Bastian /mm**RECOMMENDED:** Brian Pabst, Village Administrator**SIGNATURE:** B. Pabst /mm**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS,
ETC.)**

Staff has Village owned phones deemed surplus ready for disposal.

Qty.	MAKE	MODEL
3	Verizon	Dura XV Kyocera
1	Samsung	SCH-V660
1	Apple I-Phone	A1387
3	Apple I-Phone	A1533
2	Version Casio	GZ One

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

ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 20-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE OR DISPOSAL OF THE SAME

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or in the best interests of the Village of Willowbrook, to retain ownership of the personal property hereinafter described; and

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

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

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

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by the Village of Willowbrook in any manner he deems appropriate, with or without advertisement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED and APPROVED this 22ND day of June, 2020 by a roll call vote as follows:

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Qty.	MAKE	MODEL
3	Verizon	Dura XV Kyocera
1	Samsung	SCH-V660
1	Apple I-Phone	A1387
3	Apple I-Phone	A1533
2	Version Casio	GZ One

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A ONE-YEAR EXTENSION AMENDMENT TO THE ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

AGENDA NO. 5f

AGENDA DATE: 06/22/20

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: M. Mertens

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: T. Bastian /man

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /man

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

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

In August 2016, the Village entered into an agreement with the Office of the Illinois State Fire Marshal (OSFM) for their local Elevator Safety Program Agreement. Under this agreement the Village utilizes Thompson Elevator Inspection Service, Inc. for our local elevator inspections. The OSFM is offering a one-year extension to the Elevator Safety Program due to the COVID-19 Pandemic and the associated State of Illinois Disaster Proclamation of March 9, 2020. The proposed amendment extends the program by one year but does not alter the duties or responsibilities under the agreement.

The Village would propose to apply for the detailed four-year agreement in third quarter 2021.

STAFF RECOMMENDATION

Staff recommend that the Village consider the one-year Extension Amendment to the Illinois Elevator Safety Program Agreement.

ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, A ONE-
YEAR EXTENSION AMENDMENT TO THE ILLINOIS ELEVATOR SAFETY
PROGRAM AGREEMENT**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, that the certain One-Year Extension Amendment to the Illinois Elevator Safety Program Agreement, attached hereto as Exhibit "A", which is, by this reference, expressly incorporated herein is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute said One-Year Extension Amendment to the Illinois Elevator Safety Program Agreement on behalf of the Village of Willowbrook.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
Matt Perez, State Fire Marshal

Dear Elevator Safety Program Manager:

The Office of the State Fire Marshal ("OSFM") is contacting you regarding the upcoming expiration of your local Elevator Safety Program Agreement ("Agreement") and offering what may be a more convenient option for continuing in the Agreement, if you so choose.

OSFM recognizes that the State of Illinois' Disaster Proclamation of March 9, 2020 regarding the Coronavirus (COVID-19) outbreak, the associated shelter in place order and the restrictions on gatherings and activities have also affected the ability of many local governmental units throughout the State to meet and carry out the regular business of governing. It is understood that local board, council and governing unit gatherings to discuss and approve new contracts and agreements and renew current contracts and agreements may be one of the activities that may be restricted or impacted.

In light of those constraints, OSFM's Elevator Division is temporarily offering an option for a one-year Agreement extension to its Illinois Elevator Safety Program Agreement to partners whose current Agreement is soon to expire. The extension is accomplished by providing the appropriate signature on an Amendment to the Agreement. The Amendment is enclosed. The Amendment does not alter any of the duties or responsibilities under the Agreement, it simply extends the Agreement by one year from its current date of expiration. OSFM offers this Amendment merely as a possible convenience to local program authorities but cannot and does not determine or direct the mechanism or process by which a governmental unit can validly execute this Amendment to the Agreement.

To clarify, the options for confirming your continuation in the Agreement have now temporarily expanded. As Program manager, you may now: (1) Reapply to be approved by OSFM for another four-year Agreement period, as per the Agreement's requirements [web link here]; or (2) Sign and return the attached "One-Year Extension Amendment To Illinois Elevator Safety Program Agreement" with the appropriate signature, postmarked or received prior to the expiration date of the original Agreement.

If you have any questions at all, please do not hesitate to contact us.

Robert Capuani

Robert Capuani
Office of State Fire Marshal
Elevator Safety



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
Matt Perez, State Fire Marshal

ONE-YEAR EXTENSION AMENDMENT TO ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

WHEREAS, the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Authority") entered into an Illinois Elevator Safety Program Agreement ("Agreement") to permit the Local Authority to operate an Elevator Safety Program ("Program");

WHEREAS, the Agreement specifically permits the Local Authority to operate a Program in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000;

WHEREAS, the Agreement is valid for a period of four (4) calendar years from the date it was accepted by OSFM;

WHEREAS, Coronavirus Disease 2019 ("COVID-19") is a novel severe acute respiratory illness that has spread among people through respiratory transmissions, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020;

WHEREAS, Illinois Governor JB Pritzker filed a Gubernatorial Declaration of Disaster on March 9, 2020 with the Illinois Secretary of State, and has issued subsequent associated proclamations, requirements and guidelines, including a statewide "shelter in place" order;

WHEREAS, OSFM and the Local Authority recognize that such directives and guidelines have limited and continue to limit the associations and activities of people comprising local governmental units who would ordinarily gather to approve and renew such Agreements;

WHEREAS, OSFM and the Local Authority have now determined that the Agreement must be extended to effectuate the intent of the Agreement through this Extension Amendment;

WHEREAS, this Extension Amendment is intended to assist the Local Authority in continuing to operate under the Agreement without undue interruption of the Agreement; and

NOW THEREFORE, the parties mutually agree as follows:

1. This Amendment is made to the underlying Illinois Elevator Safety Program Agreement currently in place, as of the date of execution of this Amendment, between the OSFM and the Local Authority.
2. The Agreement's validity is extended for the period of one (1) calendar year from the expiration date thereof.



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
Matt Perez, State Fire Marshal

FOR LOCAL AUTHORITY:

Local Authority Name

Signature of Officer

Printed Name

Title

Address

City/State/Zip

Telephone Number

Date

FOR OSFM:

Office of the State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

Accepted by:

Matt Perez, State Fire Marshal

Date: _____

Amendment of 05/12/2020

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A Resolution Approving and Accepting a Proposal and Authorizing the Mayor and the Village Clerk to Execute and Attest to an Agreement for Storm Sewer Replacement and installation with H&R Constructions, Inc. at a Cost Not-to-Exceed \$14,985.00

AGENDA NO. 5g

AGENDA DATE: 6/22/2020

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In the Village of Willowbrook at the intersection of Clarendon Hills Road and Knollwood Drive, there is a 36-inch concrete culvert pipe that runs underneath Clarendon Hills Road. Over time, this pipe has begun to deteriorate, and some sections of the pipe have collapsed. This deterioration has caused restriction in the flow of the storm water, which if not rectified, will become worse and affect drainage within the area.

The project scope of the work will consist of the following items:

1. Saw cutting the asphalt over the current culvert pipe for the width of Clarendon Hills Road.
2. Removal of asphalt and material, four sidewalk squares of sidewalk and 20 feet of curb.
3. Removal of defective culvert.
4. Re-grade trench and replace old culvert with a new 36-inch concrete storm pipe.
5. Backfill with CA-6 gravel with compaction.
6. The trench will require new blacktop, which will be incorporated into the FY 2020 MFT road program.
7. A road closure will need to put in place, along with detour signs to direct traffic away from the work zone.

The project should take 4 to 5 days to complete. The concrete curb, sidewalk squares and the road patch will be completed after the new trench has adequate time to settle. If recommended for approval, it is anticipated that the project would start the week of July 6th. A residential communication letter will be sent to the single-family homes and multifamily homes affected by the construction detours.

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

The project proposals are as follows:

Project Construction	H & R Construction	\$14,985.00
Saw Cutting	Alliance Concrete Sawing & Drilling IV, LLC	\$6,240.00
36" Culvert	Welch Bros, Inc.	\$1,939.20
Road Closure & Detour Signage	Traffic Control and Protection, Inc.	\$4,300.00
Sidewalk & Curb Replacement	Falcos Landscaping Inc.	\$2,500.00
	Total Project Cost	\$29,964.20
FY 2020/21 Budget	Storm Maintenance Budget	\$32,500.00

ACTION PROPOSED: Adopt the Resolution for H & R Construction

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND
AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO
EXECUTE AND ATTEST TO AN AGREEMENT FOR STORM SEWER
REPLACEMENT AND INSTALLATION WITH H&R CONSTRUCTION,
INC. AT A COST NOT TO EXCEED \$14,985.00**

WHEREAS, the Village sought proposals for replacement and installation of a 36-inch concrete storm sewer under Clarendon Hills Road; and

WHEREAS, the Village has determined it is in the best interest of the Village to accept the Storm Sewer Replacement and Installation Proposal submitted by H&R Construction, Inc. at a total cost of \$14,985.00.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, the Proposal submitted by H&R Construction, Inc. for storm sewer replacement and installation is hereby accepted and that the Mayor and Village Clerk be and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

the same are hereby authorized and directed to execute and attest, on behalf of the Village of Willowbrook, a contract with H&R Construction, Inc., in an amount not to exceed \$14,985.00, a copy of which Agreement is attached hereto as Exhibit "A" which is, by reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"
AGREEMENT WITH H&R CONSTRUCTION, INC.
FOR STORM SEWER REPLACEMENT AND INSTALLATION

PROPOSAL

H & R Construction, Inc.
6 Wild Plum Court
Lemont, Illinois 60439
Phone: 630-968-3581
FAX: 630-257-0073

No: 7311
Date: 6/10/20

Proposal Submitted To:		Work To Be Performed At:	
Name: Village of Willowbrook		Street: Clarendon Hills & Knollwood Dr	
Street:		City:	
City:	State: Illinois	State: Illinois	Zip:
Zip:	Phone:		

We hereby submit specifications and estimate for:

Replace 36 inch concrete storm sewer under Clarendon Hills Road.

All labor, equipment & tools.

Trucking to Village included: 1- Six-wheeler dump, laser beam, concrete breaker loader, CAT 314 excavator, hand tools

\$ 14,985.00

****All material supplied by Village**
Spoils hauled to Village garage
Saw cutting by Village contractor
Stone to be supplied by Village

NOTE: If extra semi dump is needed for hauling add \$ 1,200.00/day to price

We propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of Fourteen-thousand nine-hundred eighty five dollars (\$ 14,985.00) with payment to be made as follows: upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Licensed- Bonded -Insured

Authorized Signature



ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

DATE _____

SIGNATURE _____

PLEASE SIGN ONE COPY AND RETURN

CONTRACT

THIS CONTRACT ENTERED INTO THIS 22nd day of June, 2020 between H&R Construction, Inc. ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to engage Contractor to replace and install a 36-inch concrete sewer under Clarendon Hills Road and Knollwood Drive in the Village of Willowbrook.
2. Contractor has submitted a proposal to the Village. Such proposal dated June 10, 2020, including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this Agreement shall control.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, in an amount not to exceed Fourteen Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$14,985.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

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

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

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

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

8. 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.).

9. 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.).

10. Contractor agrees that it, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drugfree 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 10(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.

11. 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.

12. 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).

13. 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.

14. 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.

15. 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.

16. 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.

17. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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

C. Contractor shall maintain limits no less than:

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

- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

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

- (1) Commercial General Liability and Automobile Liability Coverages:

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

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

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

(3) All Coverages:

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

18. 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.

19. 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.

20. 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.

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

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is submitted 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.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to H&R Construction, Inc., 6 Wild Plum Court, Lemont, Illinois 60439, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

23. 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.

24. 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:

H&R CONSTRUCTION, INC.

By: _____
Richard Cieski, Jr., President
and duly authorized agent

ATTEST:

Title:

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

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

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

AFFIDAVIT**Monthly Statement of Compliance**

Date: _____

I, _____ (name
signatory party), _____ (title),do hereby state: that I pay or supervise the payment
of the persons employed on the public works project

_____ (name

of project); that during the payroll period commencing

on the _____ day of _____, _____ (year), and

ending on the _____ day of _____, _____ (year),

all persons employed on said project have been

paid the full wages earned, that no rebates

have been or will be made either directly or indirectly

to or on behalf of said _____

(name of contractor or subcontractor) from the full

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

for each laborers or mechanic conform to the work

he/she performed.

Signature: _____

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

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

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

Contract Information

Contract Number: _____
Project Number: _____
Project: _____
Project Location: _____

Pay Period Starting Date: _____
 Pay Period Ending Date: _____
 Date Submitted to City: _____

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

[illegible]

EXHIBIT A

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A Resolution Approving and Authorizing the Village Administrator to Execute a Proposal Submitted by Traffic Control & Protection, Inc. to Provide Traffic Control and Detour Signage at a Cost Not-to-Exceed \$4,300.00

AGENDA NO. 5h

AGENDA DATE: 6/22/2020

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In the Village of Willowbrook at the intersection of Clarendon Hills Road and Knollwood Drive, there is a 36-inch concrete culvert pipe that runs underneath Clarendon Hills Road. Over time, this pipe has begun to deteriorate, and some sections of the pipe have collapsed. This deterioration has caused restriction in the flow of the storm water, which if not rectified, will become worse and affect drainage within the area.

The project scope of the work will consist of the following items:

1. Saw cutting the asphalt over the current culvert pipe for the width of Clarendon Hills Road.
2. Removal of asphalt and material, four sidewalk squares of sidewalk and 20 feet of curb.
3. Removal of defective culvert.
4. Re-grade trench and replace old culvert with a new 36-inch concrete storm pipe.
5. Backfill with CA-6 gravel with compaction.
6. The trench will require new blacktop, which will be incorporated into the FY 2020 MFT road program.
7. A road closure will need to put in place, along with detour signs to direct traffic away from the work zone.

The project should take 4 to 5 days to complete. The concrete curb, sidewalk squares and the road patch will be completed after the new trench has adequate time to settle. If recommended for approval, it is anticipated that the project would start the week of July 6th. A residential communication letter will be sent to the single-family homes and multifamily homes affected by the construction detours.

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

The project proposals are as follows:

Project Construction	H & R Construction	\$14,985.00
Saw Cutting	Alliance Concrete Sawing & Drilling IV, LLC	\$6,240.00
36" Culvert	Welch Bros, Inc.	\$1,939.20
Road Closure & Detour Signage	Traffic Control and Protection, Inc.	\$4,300.00
Sidewalk & Curb Replacement	Falcos Landscaping Inc.	\$2,500.00
	Total Project Cost	\$29,964.20
FY 2020/21 Budget	Storm Maintenance Budget	\$32,500.00

ACTION PROPOSED: Adopt the Resolution for Traffic Control & Protection, Inc.

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE
ADMINISTRATOR TO EXECUTE A PROPOSAL SUBMITTED BY TRAFFIC
CONTROL & PROTECTION, INC. TO PROVIDE TRAFFIC CONTROL AND
DETOUR SIGNAGE AT A COST NOT TO EXCEED \$4,300.00**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, that the proposal from Traffic Control & Protection, Inc., attached hereto as Exhibit "A", which is, by this reference, expressly incorporated herein, to provide traffic control and detour signage for the Clarendon Hills Road Sewer Installation Project is hereby approved at a cost not to exceed \$4,300.00.

BE IT FURTHER RESOLVED that the Village Administrator is hereby directed to execute said proposal on behalf of the Village of Willowbrook.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

TRAFFIC CONTROL & PROTECTION, INC.

225 Miles Parkway Bartlett, IL 60103
Ph: (630) 293-0026 Fax: (630) 497-0526

QUOTE DATE 6/10/2020

RENTAL QUOTE

Company: Village of Willowbrook
Address: 7760 Quincy St
Willowbrook, IL 60527
Attn: AJ Passero
Phone: 630 323 8218
Email: Apassero@willow.il.us

Quoted By: Collin Doud
Shipped VIA: Our Truck
F.O.B.: Bartlett, IL
Terms: Net 30 Days from Date of Invoice

Qty	Day/Week	DESCRIPTION	Price	UN	AMOUNT
		Clarendon Hills Rd Closure & Detour			
2	2	Changeable Message Board	500.00	Per Week	\$2,000.00
		Delivery, Programming & Pickup Included			
1	5	Detour Equipment Lump Sum:	90.00	Per Day	\$450.00
2		Road Closed Ahead sign on temp stand			
1		Road Closed 500 Ft sign on temp stand			
5		Detour Ahead sign on temp stand			
1		Detour w/ Advanced Left Arrow sign sign on temp stand			
3		Detour w/ Left Arrow sign sign on temp stand			
1		Detour w/ Advanced Right Arrow sign on temp stand			
3		Detour w/ Right Arrow sign on temp stand			
1		Detour w/ Up Arrow sign on temp stand			
2		End Detour sign on temp stand			
2		Sidewalk Closed sign on temp stand			
2		"Clarendon Hills Rd" Plate attached to detour signage			
1		North Plate attached to detour signage			
1		South Plate attached to detour signage			
4		Type 3 Barricade w/ flashing lights			
2		Type 3 Barricade w/ Road Closed sign & flashing lights			
1		Type 3 Barricade w/ Road Closed TTT & Detour Left signs & flashing lights			
1		Type 3 Barricade w/ Road Closed TTT & Detour Right signs & flashing lights			
53		Sand Bags			
1	1	Fabricate & Assemble Detour Signage	200.00	Lump Sum	\$200.00
1	1	Deliver & Preset Equipment (Customer to pull on T3's when ready to close road)	825.00	Lump Sum	\$825.00
		Date & Time: TBD Weekday Daytime			
		Location: Clarendon Hills Rd at culvert just south of Knoll Wood Rd, Willowbrook, IL			
		Detour Route: Clarendon Hills Rd - 61st St - Bentley Ave - 63rd St - Clarendon Hills Rd			
		Customer to maintain equipment after initial delivery / setup			
1	1	Take Down & Pick Up Complete (Customer to pull T3's off road when done)	825.00	Lump Sum	\$825.00
		Date & Time: Wednesday 11/9/16 after 3:30pm			
		Same location			
		All traffic control equipment to meet IDOT & MUTCD standards			
		This quote does not provide for the following:			
		* JULIE Location & Permanent Installation of signage			
		* Temporary / Permanent Pavement Marking Installation or Removal			
		* Flagging Operation			
		* Surveillance			
		* Attenuator Truck			
		If any of the above is needed, a separate quote will be provided upon request.			
Total					\$4,300.00
Comments	* The customer will be charged for any damaged or missing equipment at it's full replacement value				
	* Unless specified above, delivery / pickup is to / from 1 single location (stacked) Setup / take down onsite, or Deliveries / Pick ups to multiple locations will be charged T&M per man hour				
	* This quote is valid for 30 days after which it is subject to change without notice.				
	* A minimum of 3 business days from order confirmation to delivery / setup is required or an emergency startup fee may be added to the final invoice				
	* TCP requires this quote to be signed and returned to confirm the rental and it will serve as a legally binding rental agreement.				
	* TCP will not sign any type of customer provided subcontract.				
	* TCP will provide a certificate of insurance upon request, but will not add customers as additionally insured or provide endorsements.				
	* The customer is to obtain and pay for any and all necessary permits and licenses TCP does not provide this service.				
	* Please sign below to confirm your order and if using a PO #, please provide that as well.				
Customer Signature: _____			Date: _____		
PO #: _____					
Thank you for your this opportunity to quote your traffic control needs!					

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A Resolution Approving and Accepting a Proposal and Authorizing the Mayor and the Village Clerk to Execute and Attest to an Agreement for Concrete Saw Cutting with Alliance Concrete Sawing & Drilling IV, LLC at a Cost Not-to Exceed \$6,240.00

AGENDA NO. 5i

AGENDA DATE: 6/22/2020

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In the Village of Willowbrook at the intersection of Clarendon Hills Road and Knollwood Drive, there is a 36-inch concrete culvert pipe that runs underneath Clarendon Hills Road. Over time, this pipe has begun to deteriorate, and some sections of the pipe have collapsed. This deterioration has caused restriction in the flow of the storm water, which if not rectified, will become worse and affect drainage within the area.

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3. Removal of defective culvert.
4. Re-grade trench and replace old culvert with a new 36-inch concrete storm pipe.
5. Backfill with CA-6 gravel with compaction.
6. The trench will require new blacktop, which will be incorporated into the FY 2020 MFT road program.
7. A road closure will need to put in place, along with detour signs to direct traffic away from the work zone.

The project should take 4 to 5 days to complete. The concrete curb, sidewalk squares and the road patch will be completed after the new trench has adequate time to settle. If recommended for approval, it is anticipated that the project would start the week of July 6th. A residential communication letter will be sent to the single-family homes and multifamily homes affected by the construction detours.

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

The project proposals are as follows:

Project Construction	H & R Construction	\$14,985.00
Saw Cutting	Alliance Concrete Sawing & Drilling IV, LLC	\$6,240.00
36" Culvert	Welch Bros, Inc.	\$1,939.20
Road Closure & Detour Signage	Traffic Control and Protection, Inc.	\$4,300.00
Sidewalk & Curb Replacement	Falcos Landscaping Inc.	\$2,500.00
	Total Project Cost	\$29,964.20
FY 2020/21 Budget	Storm Maintenance Budget	\$32,500.00

ACTION PROPOSED: Adopt the Resolution for Alliance Concrete Sawing & Drilling IV, LLC

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND
AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO
EXECUTE AND ATTEST TO AN AGREEMENT FOR CONCRETE SAW
CUTTING WITH ALLIANCE CONCRETE SAWING & DRILLING IV,
LLC AT A COST NOT TO EXCEED \$6,240.00**

WHEREAS, the Village sought proposals for concrete saw cutting for the Clarendon Hills Road Storm Sewer Project; and

WHEREAS, the Village has determined it is in the best interest of the Village to accept the concrete saw cutting proposal submitted by Alliance Concrete Sawing & Drilling, IV, LLC at a total cost not to exceed \$6,240.00.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, the proposal submitted by Alliance Concrete Sawing & Drilling, IV, LLC for concrete saw cutting is hereby accepted and that the Mayor and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Village Clerk be and the same are hereby authorized and directed to execute and attest, on behalf of the Village of Willowbrook, a contract with Alliance Concrete Sawing & Drilling, IV, LLC, in an amount not to exceed \$6,240.00, a copy of which Agreement is attached hereto as Exhibit "A" which is, by reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"
AGREEMENT WITH ALLIANCE CONCRETE SAWING & CUTTING IV, LLC
FOR CONCRETE SAW CUTTING

CONTRACT

THIS CONTRACT ENTERED INTO THIS _____ day of June, 2020 between Alliance Concrete Sawing & Drilling IV, LLC ("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 engage Contractor to perform concrete saw cutting for the Clarendon Hills Road Storm Sewer Project.
2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this Agreement shall control.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, in an amount not to exceed Six Thousand Two Hundred Forty and 00/100 Dollars (\$6,240.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. 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.

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.

8. 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.).

9. 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.).

10. Contractor agrees that it, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), will provide a drugfree 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 10(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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

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

- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- D. The policies are to contain, or be endorsed to contain the following provisions:
- (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
 - (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (2) Worker's Compensation and Employers' Liability Coverage:

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

(3) All Coverages:

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

17. 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.

18. 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.

19. 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.

20. All change orders, if any, increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

21. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Alliance Concrete Sawing & Drilling IV, LLC, 570 Rock Road Drive, Unit N, East Dundee Illinois 60118, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

22. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

23. 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:

ALLIANCE CONCRETE SAWING & DRILLING IV, LLC

By: _____
William A. Handt, its
duly authorized agent

ATTEST:

Title:

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

ATTEST:

Village Clerk

**EXHIBIT A
PROPOSAL**



Alliance Concrete Sawing & Drilling IV, LLC

Demolition / Concrete Sawing / Robotic Demolition

570 Rock Road Dr. Unit N

(847) 783 - 6585

East Dundee, IL. 60118

Fax (847) 783 - 6595

www.alliancesawing.com

E-mail: bhandt@alliancesawing.com

Members: National Association of Demolition Contractors / Licensed City of Chicago Concrete Cutting Contractor
Laborers Demolition Local 225 / Operators Local 150 Heavy equipment

Date: 6-16-2020

Proposal # VOW61620

**Village of Willow Brook
Clarendon Hills rd / S of Knollwood**

All concrete sawing, demolition, coring or removal work is based on the new OSHA Silica standards and table 1 engineering controls will be in place. A copy of Alliance's Written Silica Exposure Plan & Written Respirator Plan can be submitted. Daily JHA's and Daily Silica Exposure plans will be provided.

Slab saw 8' x 45' area of 28" thick asphalt street (double road). Saw cut perimeter and then 1 - cut down the middle and cross cut every 3' (3' x 4' x 28" cubes). Slurry will be squeezed to side of the street. Traffic control, barricades, flagmen by VOW. Cost \$6,240.00

Exclusions:

- Layout for sawing or demolition termination points
- ACM or hazardous materials removal
- Utility scanning or locating
- Professional fees
- Permits
- Salvage of items for reuse or return to owner

Figures Based Upon:

- Holes / openings to be covered and / or barricaded per OSHA requirements by others.
- Items susceptible to water, dust or debris damage to be removed or protected by others
- Sawing or drilling will be performed in temperature above 30 degrees F.
- 1 - mobilization
- Work to take place M - F, up to 12 hours per day if necessary to complete our work load for day. Alliance is available to work weekend hours on a premium time basis.
- Work area will be left broom clean.
- This proposal is based on our Standard Insurance Policy
- Terms are Net 30 when work is completed
- This proposal may be withdrawn by Alliance if not accepted within thirty days.

Prepared by:

William Handt / Senior Estimator

Alliance Concrete Sawing & Drilling IV LLC / Demolition Division

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A Resolution Approving and Accepting a Proposal and Authoring the Mayor and the Village Clerk to Execute and Attest to an Agreement for Sidewalk and Curb Replacement with Falcos Landscaping, Inc. at a Cost Not-to-Exceed \$2,500.00

AGENDA NO. 5j

AGENDA DATE: 6/22/2020

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In the Village of Willowbrook at the intersection of Clarendon Hills Road and Knollwood Drive, there is a 36-inch concrete culvert pipe that runs underneath Clarendon Hills Road. Over time, this pipe has begun to deteriorate, and some sections of the pipe have collapsed. This deterioration has caused restriction in the flow of the storm water, which if not rectified, will become worse and affect drainage within the area.

The project scope of the work will consist of the following items:

1. Saw cutting the asphalt over the current culvert pipe for the width of Clarendon Hills Road.
2. Removal of asphalt and material, four sidewalk squares of sidewalk and 20 feet of curb.
3. Removal of defective culvert.
4. Re-grade trench and replace old culvert with a new 36-inch concrete storm pipe.
5. Backfill with CA-6 gravel with compaction.
6. The trench will require new blacktop, which will be incorporated into the FY 2020 MFT road program.
7. A road closure will need to put in place, along with detour signs to direct traffic away from the work zone.

The project should take 4 to 5 days to complete. The concrete curb, sidewalk squares and the road patch will be completed after the new trench has adequate time to settle. If recommended for approval, it is anticipated that the project would start the week of July 6th. A residential communication letter will be sent to the single-family homes and multifamily homes affected by the construction detours.

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

The project proposals are as follows:

Project Construction	H & R Construction	\$14,985.00
Saw Cutting	Alliance Concrete Sawing & Drilling IV, LLC	\$6,240.00
36" Culvert	Welch Bros, Inc.	\$1,939.20
Road Closure & Detour Signage	Traffic Control and Protection, Inc.	\$4,300.00
Sidewalk & Curb Replacement	Falcos Landscaping Inc.	\$2,500.00
	Total Project Cost	\$29,964.20
FY 2020/21 Budget	Storm Maintenance Budget	\$32,500.00

ACTION PROPOSED: Adopt the Resolution for Falcos Landscaping, Inc.

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND
AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO
EXECUTE AND ATTEST TO AN AGREEMENT FOR SIDEWALK AND
CURB REPLACEMENT WITH FALCOS LANDSCAPING, INC. AT A
COST NOT TO EXCEED \$2,500.00**

WHEREAS, the Village sought proposals for sidewalk and curb replacement for the Clarendon Hills Road Storm Sewer Project; and

WHEREAS, the Village has determined it is advisable and in the best interest of the Village to accept the sidewalk and curb replacement proposal submitted by Falcos Landscaping, Inc. at a total cost of \$2,500.00.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, the Proposal submitted by Falcos Landscaping, Inc. for sidewalk and curb replacement is hereby accepted and that the Mayor and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Village Clerk be and the same are hereby authorized and directed to execute and attest, on behalf of the Village of Willowbrook, a contract with Falcos Landscaping, Inc., in an amount not to exceed \$2,500.00, a copy of which Agreement is attached hereto as Exhibit "A" which is, by reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

EXHIBIT "A"
AGREEMENT WITH FALCOS LANDSCAPING, INC.
FOR SIDEWALK AND CURB REPLACEMENT

CONTRACT

THIS CONTRACT ENTERED INTO THIS _____ day of June, 2020 between Falcos Landscaping, Inc. ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to engage Contractor to replace certain sections of sidewalk and curb for the Storm Sewer Project in the Village of Willowbrook.
2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this Agreement shall control.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, in an amount not to exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. 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.

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

8. 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.).

9. 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.).

10. Contractor agrees that, pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act"), it 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 10(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.

11. 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.

12. 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).

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. 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.
- C. 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.

18. 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.

19. 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.

20. 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.

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

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Falcos Landscaping, Inc., 4 N 151 5th Avenue, Addison, Illinois 60101, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

23. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

24. 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:

FALCOS LANDSCAPING, INC.

By: _____
Rosas Falconeris, President and
its duly authorized agent

ATTEST:

Title:

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

ATTEST:

Village Clerk

EXHIBIT A
SIDEWALK CURB REPLACEMENT AGREEMENT

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 FX (630) 458-0996
Email: falcotland@gmail.com

June 15, 2020

Mr. Andrew Passero
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

CONCRETE REPLACEMENTS:

*** 6220 Clarendon Hills Road:

Remove and Replace 20' of Curb Cost \$ 1,400.00

*** _ Remove and Replace 4 Squares of Sidewalk. Cost \$ 1,100.00

Total Cost \$ 2,500.00

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;
Falco Rosas
FALCO'S LANDSCAPING INC
President

PROPOSAL ACCEPTANCE
as an Agent for:
THE VILLAGE OF WILLOWBROOK

VILLAGE OF WILLOWBROOK

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

A Resolution Approving and Authorizing the Village Administrator to Execute a Proposal Submitted by Welch Bros., Inc. to Provide a 36" Culvert at a Cost Not-to-Exceed \$1,939.20

AGENDA NO. 5k
AGENDA DATE: 6/22/2020

STAFF REVIEW: Joe Coons, Superintendent of Public Works

SIGNATURE: J. Coons /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

In the Village of Willowbrook at the intersection of Clarendon Hills Road and Knollwood Drive, there is a 36-inch concrete culvert pipe that runs underneath Clarendon Hills Road. Over time, this pipe has begun to deteriorate, and some sections of the pipe have collapsed. This deterioration has caused restriction in the flow of the storm water, which if not rectified, will become worse and affect drainage within the area.

The project scope of the work will consist of the following items:

1. Saw cutting the asphalt over the current culvert pipe for the width of Clarendon Hills Road.
2. Removal of asphalt and material, four sidewalk squares of sidewalk and 20 feet of curb.
3. Removal of defective culvert.
4. Re-grade trench and replace old culvert with a new 36-inch concrete storm pipe.
5. Backfill with CA-6 gravel with compaction.
6. The trench will require new blacktop, which will be incorporated into the FY 2020 MFT road program.
7. A road closure will need to put in place, along with detour signs to direct traffic away from the work zone.

The project should take 4 to 5 days to complete. The concrete curb, sidewalk squares and the road patch will be completed after the new trench has adequate time to settle. If recommended for approval, it is anticipated that the project would start the week of July 6th. A residential communication letter will be sent to the single-family homes and multifamily homes affected by the construction detours.

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

The project proposals are as follows:

Project Construction	H & R Construction	\$14,985.00
Saw Cutting	Alliance Concrete Sawing & Drilling IV, LLC	\$6,240.00
36" Culvert	Welch Bros, Inc.	\$1,939.20
Road Closure & Detour Signage	Traffic Control and Protection, Inc.	\$4,300.00
Sidewalk & Curb Replacement	Falcos Landscaping Inc.	\$2,500.00
	Total Project Cost	\$29,964.20
FY 2020/21 Budget	Storm Maintenance Budget	\$32,500.00

ACTION PROPOSED: Adopt the Resolution for Welch Bros., Inc.

RESOLUTION NO. 20 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE
ADMINISTRATOR TO EXECUTE A PROPOSAL SUBMITTED BY WELCH
BROS., INC. TO PROVIDE A 36" CULVERT AT A COST NOT TO EXCEED
\$1,939.20**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, that the proposal from Welch Bros., Inc., attached hereto as Exhibit "A", which is, by this reference, expressly incorporated herein, to provide a 36" Culvert for the Clarendon Hills Road Sewer Installation Project is hereby approved at a cost not to exceed \$1,939.20.

BE IT FURTHER RESOLVED that the Village Administrator is hereby directed to execute said proposal on behalf of the Village of Willowbrook.

ADOPTED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen, Village Clerk

Welch Bros., Inc.
1050 St. Charles St.
P.O. Box 749
Elgin, IL 60121-0749

Phone (847) 741-6134
Fax (847) 741-6195

JOB ESTIMATE

Estimate Number: Q066335

Estimate Date: 06/15/20

Page: 1

Sell WIL765
To: Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Ship
To: Clarendon Hills Rd
Storm Sewer

Estimated by: Larry Sims
Estimate Valid Until: 12/15/2020

Job Number:

Item No.	Description	Unit	Quantity	Unit Price	Total Price
36RCP30	36" x 8' RCP CI 3 Gasket (partial load)	Lin. Ft.	48	40.40	1,939.20

CONDITIONS OF JOB ESTIMATE:

Estimate Excludes: Adjusting Rings, Frames & Lids, Hatches, Joint Material, Wraps, Toe Blocks, Grates, Coatings,
Chimney Seals, Lifting Pins, Swivels, and Teacups & Cables, unless noted on the estimate

Storm Manholes Include: Steps

Sanitary Manholes Include: Boots, Steps, and Invert

Cost estimate is based on presently known, incomplete information and will ultimately vary from the final contract amount.

Total not including any applicable sales tax:

1,939.20

Averaged Unit Prices per Line Item are Used for Estimating Purposes

Subject to Credit Approval and Terms & Conditions of Credit

Acknowledged by: _____
Print Name

Signature

Date _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AGENDA NO.

51

MOTION TO APPROVE BOND PAYMENT DUE JULY 1, 2020 FOR SPECIAL SERVICE AREA, SERIES 2007 BONDS

AGENDA DATE: 06/22/2020

STAFF REVIEW: Carrie Dittman, Director of Finance

SIGNATURE:

C. Dittman /mm

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

T. Bastian /mm

RECOMMENDED BY VILLAGE ADMIN.: Brian Pabst

SIGNATURE:

B. Pabst /mm

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

The Village created Special Service Area #1 to provide for infrastructure improvements in the Town Center Tax Increment Financing District. Ordinance 07-O-38 authorized the issuance of \$3,540,000 Special Service Area Bonds, dated December 30, 2007. The Village has the ability to levy taxes on the benefitted properties in the Special Service Area #1, and the debt is considered no-commitment debt of the Village.

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

The bonds are payable annually through January 1, 2029. The July 1, 2020 bond payment due is \$70,962.50.

ACTION PROPOSED:

APPROVAL OF BOND PAYMENT

REQUEST FOR CHECK

TO: Brian Pabst, Village Administrator
FROM: Carrie Dittman, Director of Finance *CD*
DATE: June 18, 2020

Please include a check in the amount of: \$70,962.50

Payable to: McHenry Savings Bank

Address: McHenry Savings Bank
Attn: Loan Operations
353 Bank Drive
McHenry, IL 60050

Charge to: 06-60-550-401 principal \$0.00
06-60-550-402 interest \$70,962.50

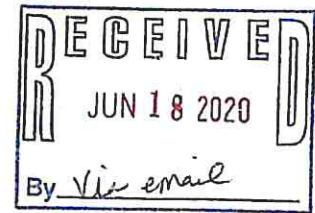
Fund/Department: SSA Fund

Purpose of Check: SSA Bonds Series 2007 due 7/1/2020

Additional Comments:

Warrants: _____ Hand Written: x

Signature



June 18, 2020

Village of Willowbrook
Attn: Carrie Dittman

Re: Village of Willowbrook – Special Service Area Number Series 2007, numbered 12-20

Dear Ms. Dittman:

Below are the payment instructions for the Village's bond payment due July 01, 2020.

Village of Willowbrook – Series 2007

Principal Due:	\$0.00
Interest Due:	<u>\$70,962.50</u>
Total Due:	\$70,962.50

Detail:

7/1/2020	Principal	Interest
12		\$ 5,670.00
13		\$ 6,080.00
14		\$ 6,662.50
15		\$ 7,095.00
16		\$ 7,705.00
17		\$ 8,330.00
18		\$ 8,970.00
19		\$ 9,800.00
20		\$ 10,650.00
	\$ 0.00	\$ 70,962.50
		\$ 70,962.50
		Total Due

McHenry Savings Bank | 815.385.3000 | mchenrysavings.com

Johnsburg
4000 North Johnsborg Road
Johnsburg, Illinois 60051

McHenry
353 Bank Drive
McHenry, Illinois 60050

Richmond
10520 Main Street
Richmond, Illinois 60071



Please wire payment to: BMO Harris Bank
770 N. Water St, Milwaukee, WI 53202
ABA: 075000051
FFC: McHenry Savings Bank
Attn: Accounting Department
Account Number: 47027629

If mailing a check, please send to the bank at:

Loan Operations
McHenry Savings Bank
353 Bank Drive
McHenry, IL 60050

Please call us with questions or concerns, and we look forward to continuing to work with you.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Ciecko". The signature is fluid and cursive, with the first name "Kathleen" and last name "Ciecko" clearly distinguishable.

Kathleen Ciecko
VP – Controller
McHenry Savings Bank
kciecko@mchenrysavings.com
815-331-6408

Willowbrook, Illinois

Town Center Project

Special Service Area Bonds, Series 2007

bondholder is McHenry Savings Bank effective May 2019

Debt Service Schedule

Part 1 of 2

06-60-550-401

06-60-550-402

Date	Principal	Coupon	Interest	Total P+I
01/01/2008	-	-	-	-
07/01/2008	-	-	115,621.32	115,621.32
01/01/2009	-	-	108,962.50	108,962.50
07/01/2009	-	-	108,962.50	108,962.50
01/01/2010	105,000.00	3.700%	108,962.50	213,962.50
07/01/2010	-	-	107,020.00	107,020.00
01/01/2011	105,000.00	3.800%	107,020.00	212,020.00
07/01/2011	-	-	105,025.00	105,025.00
01/01/2012	110,000.00	3.900%	105,025.00	215,025.00
07/01/2012	-	-	102,880.00	102,880.00
01/01/2013	115,000.00	4.000%	102,880.00	217,880.00
07/01/2013	-	-	100,580.00	100,580.00
01/01/2014	120,000.00	5.600%	100,580.00	220,580.00
07/01/2014	-	-	97,220.00	97,220.00
01/01/2015	125,000.00	5.700%	97,220.00	222,220.00
07/01/2015	-	-	93,657.50	93,657.50
01/01/2016	135,000.00	5.800%	93,657.50	228,657.50
07/01/2016	-	-	89,742.50	89,742.50
01/01/2017	140,000.00	5.900%	89,742.50	229,742.50
07/01/2017	-	-	85,612.50	85,612.50
01/01/2018	150,000.00	6.000%	85,612.50	235,612.50
07/01/2018	-	-	81,112.50	81,112.50
01/01/2019	160,000.00	6.100%	81,112.50	241,112.50
07/01/2019	-	-	76,232.50	76,232.50
01/01/2020	170,000.00	6.200%	76,232.50	246,232.50
07/01/2020	-	-	70,962.50	70,962.50
01/01/2021	180,000.00	6.300%	70,962.50	250,962.50
07/01/2021	-	-	65,292.50	65,292.50
01/01/2022	190,000.00	6.400%	65,292.50	255,292.50
07/01/2022	-	-	59,212.50	59,212.50
01/01/2023	205,000.00	6.500%	59,212.50	264,212.50
07/01/2023	-	-	52,550.00	52,550.00
01/01/2024	215,000.00	6.600%	52,550.00	267,550.00
07/01/2024	-	-	45,455.00	45,455.00
01/01/2025	230,000.00	6.700%	45,455.00	275,455.00
07/01/2025	-	-	37,750.00	37,750.00
01/01/2026	245,000.00	6.800%	37,750.00	282,750.00
07/01/2026	-	-	29,420.00	29,420.00
01/01/2027	260,000.00	6.900%	29,420.00	289,420.00
07/01/2027	-	-	20,450.00	20,450.00
01/01/2028	280,000.00	7.000%	20,450.00	300,450.00
07/01/2028	-	-	10,650.00	10,650.00
01/01/2029	300,000.00	7.100%	10,650.00	310,650.00
Total	\$3,540,000.00	-	\$3,104,158.82	\$6,644,158.82

less principal paid (555,000)
o/s at 4/30/14 2,985,000
to notes

322,465 tax
receipts
06-00-310-101

MB Financial final offer | SINGLE PURPOSE | 12/4/2007 | 11:08 AM

Ehlers and Associates
John Repsholdt, C.P.A., C.I.P.F.A.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE AMENDING SECTION 3-12-7 ENTITLED "LICENSE FEES:" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 6

AGENDA DATE: 06/22/20

STAFF REVIEW: Mike Mertens, Assistant Village Administrator

SIGNATURE: M. Mertens

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: T. Bastian /mm

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: B. Pabst /mm

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

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

As the Village Board members are aware Illinois Governor Pritzker has issued a stay-at-home order with restricted business operations due to the COVID-19 pandemic. He has issued a Phase 5 program, Restore Illinois, to guide the State's businesses and activities through this pandemic. Currently the State is in the Phase 3 Recovery stage. During this stage, the State would allow outdoor dining, limited occupancy for retail, salons, office, and manufacturing to open however gatherings are limited to 10 people. Phase 4 opening date has yet to be determined but that stage would allow for internal restaurant openings and gatherings of up to 50 people. The Restore Illinois Chart is attached for further detail.

Staff has received calls from local business owners seeking flexibility in operating their businesses, specifically with prorated liquor license fees due to the COVID 19 restrictions. A summary of the current liquor license fees is as follows:

3-12-5: CLASSIFICATIONS:

Class A - Retail - no consumption. The annual fee is \$2,500.00.

Class B - Entertainment, dancing, and consumption. The annual fee is \$2,500.00.

Class B-1 - Retail - no consumption – restaurant. The annual fee is \$500.00.

Class B-2 - Retail - consumption on and off premises - coffee/sandwich shop. The annual fee is \$1,500.00.

Class C - One day license. The annual fee is \$250.00.

Class D - Hotel, motel type of class. The annual fee is \$3,500.00.

Class E - Retail - no consumption - grocery stores. The annual fee is \$2,500.00.

Class F - Recreational facility – consumption. The annual fee is \$2,500.00.

Class G - Private recreational facility – consumption. The annual fee is \$250.00.

Class H – Catering. The annual fee is \$250.00.

Class I - Indoor/outdoor commercial recreational facility. The annual fee is \$2,500.00.

Class J - Homeowners' association. The annual fee is \$250.00.

Class K - Retail consumption on and off premises - grocery store over 30,000 square feet of retail floor area. The annual fee is \$3,000.00.

Class L - Retail consumption on and off premises of a brewpub or Class I brewer. The annual fee is \$2,500.00.

Class M - Retail - no consumption - gas stations. The annual fee is \$2,500.00.

Class N - Retail - on premises consumption - hair and nail salon. The annual fee is \$1,500.00.

Class O - Video gaming cafes. The annual fee is \$5,000.00.

Class P – Restaurants with video gaming. The annual fee is \$5,000.00.

The current Village code, 3-12-7: LICENSE FEES is listed as follows: Section (B) Proration of License Fee stipulates that there shall be no proration of license fees for any reason.

The subject of a Liquor License proration was discussed at the June 8, 2020 Law and Ordinances Committee. The consensus of the Committee was to recommend that the Village Board consider a ½ year proration fee structure.

STAFF RECOMMENDATION

The attached ordinance modifies Section 3-12-7 entitled: "License Fees:" of Chapter 12 entitled "Liquor," of Title 3 entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by amending Subsection 3-12-7(B) to read as follows:

Proration of License Fee; License for part of year: There shall be no proration of annual license fees for licenses issued prior to July 1 in any calendar year. For any license issued on or after July 1 of any calendar year, and expiring on December 31 of any calendar year, one-half (1/2) of the annual license fee shall be paid.

ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 20-O-__

**AN ORDINANCE AMENDING SECTION 3-12-7 ENTITLED "LICENSE FEES:" OF
CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS"
OF THE VILLAGE CODE OF ORDINANCES OF
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Willowbrook, are expressly authorized, pursuant to section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is appropriate to amend Title 3, Chapter 12, Section 3-12-7 of the Village Code of Ordinances in the manner hereinafter set forth.

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

SECTION ONE: Section 3-12-7 entitled: "License Fees:" of Chapter 12 entitled "Liquor," of Title 3 entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by amending Subsection 3-12-7(B) to read as follows:

"(B) Proration of License Fee; License for part of year: There shall be no proration of annual license fees for licenses issued prior to July 1 in any calendar year. For any license issued on or after July 1 of any calendar year, and expiring on December 31 of any calendar year, one-half (1/2) of the annual license fee shall be paid."

SECTION TWO: The remaining provisions of section 3-12-7 shall remain in full force and effect and unamended by this ordinance.

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

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

PASSED and APPROVED this 22nd day of June, 2020.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen,
Village Clerk

PUBLIC SAFETY COMMITTEE MEETING REPORT

AGENDA ITEM SUMMARY SHEET

7

COMMITTEE REVIEW

DISCUSS COPS HIRING PROGRAM (CHP) 2020 AWARD

- ☐ Finance/Administration
- ☐ Municipal Services
- ☒ Public Safety

Meeting Date: 06/22/20

- ☐ Discussion Only
- ☐ Approval of Staff Recommendation (for consideration by Village Board at a later date)
- ☒ Seeking Feedback
- ☐ Approval of Staff Recommendation (for immediate consideration by Village Board)
- ☐ Regular Report
- ☐ Report/documents requested by Committee

BACKGROUND

As you are aware, the Village of Willowbrook has approved 23 sworn officers as part of our FY 20/21 budget. We currently have 21 sworn officers on staff with one possible retirement this September. The Village has worked with Administrative Consulting Specialists to apply for a Community Oriented Policing Services (COPS) grant. We have been advised that the Village of Willowbrook will be awarded a grant for three (3) new officers above the current budget level. The grant would be for \$375,000 in total over the course of the grant term. The grant is not a 75% split on a yearly basis as the Village originally thought when we applied for the grant.

If the grant is accepted by the Village, it would move the Village sworn officer requirement from 23 to 26 officers. The COPS grant criteria calls for the grant to be applied to new officer hires that are not currently budgeted. The officers must be kept on staff for four years total after the award of the grant. A summary of the grant requirements highlighting this criterion is attached for further detail.

STAFF RECOMMENDATION

The Village has conducted an online testing for new officers. We had twenty-six (26) applicants take the test. Sixteen (16) applicants passed the first level. The second portion of the testing is for oral interviews that are scheduled for July 7, 2020. The Village has four (4) spaces available in the academy set to begin in September 2020. The Village also has ten (10) available slots for 2021 academies with the first academy beginning in January 2021.

The Village of Willowbrook will have 45 days to accept the COPS grant once formally awarded. Staff is seeking further direction from the Village Board on the COPS Grant.

Community Oriented Policing Services (COPS) Grant Summary

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

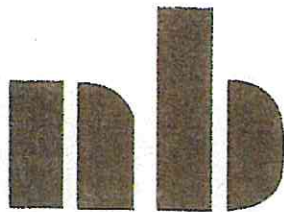
Why this condition: The retention requirement ensures that the increased officer staffing level under the CHP award continues with state or local funds for a minimum of 12 months after federal funding ends.

What you should do: At the time of award application, your agency was required to affirm that it plans to retain all sworn officer positions funded under the CHP award and identify the planned source(s) of retention funding. Your agency committed to retaining each awarded position for at least 12 months following the conclusion of 36 months of federal funding for that position. The retention period begins for an awarded officer position once that position has completed the 36-month implementation period. If an agency is awarded several officer positions, the retention period for each individual officer position begins upon completion of 36 months of funding for that position (not based on the cumulative award end date). The retained CHP-funded position(s) must be added to your agency's law enforcement budget with state or local funds at the conclusion of award funding, over and above the number of locally funded sworn officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement. In addition, COPS Office award funding may not be used to retain positions awarded under a previous COPS Office hiring award.

2020 COPS Hiring Program (CHP) Award Owner's Manual Your agency should maintain documentation demonstrating when the 36-month award funding period expired for each awarded position and that each retained position was above and beyond the number of officer positions that your agency would have otherwise funded with state or local funds. We understand that your agency's identified source(s) of retention funding may change during the life of the award, so your agency should maintain documentation of any changes in the event of an audit, monitoring, or other evaluation of your award compliance.

Please note that your agency is required to retain the officer position(s) awarded under the CHP award and not the specific officer(s) hired to fill the award position(s). If a position funded by the CHP award becomes vacant during the retention period, your agency is required to take active and timely steps consistent with your agency's hiring policies and procedures to fill the position with a new officer to complete the remainder of the 12-month retention period. Your agency should maintain documentation demonstrating that you did not delay filling the position and that the steps your agency took to fill the position were consistent with your hiring policies and procedures.

At the conclusion of federal funding, agencies that fail to retain the sworn officer positions awarded under the CHP award may be ineligible to receive future COPS Office hiring awards for a period of one to three years. If your agency is unable to retain any of the awarded officer positions, you should contact your COPS Office Grant Program Specialist for further review.



N. BATISTICH ARCHITECTS

MEADOWBROOK OFFICE CENTER
16 W. 475 S. FRONTAGE RD. SUITE 201
BURR RIDGE, IL 60527
PHONE: (630) 986-1773
FAX: (630) 986-1783
E-MAIL: SIMON@BATISTICHARCHITECTS.COM

July 24, 2019 (Rev. June 9, 2020)

Michael Mertens
Assistant Village Administrator
Village of Willowbrook
Willowbrook, IL

**Re: Approximately 7,100 s.f. Remodel / Buildout
Village of Willowbrook Board and Community Center
Phase II Interior Buildout**

We are hereby proposing to prepare and provide architectural plans and services for Phase II of the construction of a new Council Chamber / Multi-Purpose Space in the existing building located at 825 Midway Dr., Willowbrook, IL. Our services shall include the following:

- Prepare Architectural Working Plans with Specifications.
- Provide all Structural Design
- Provide Plumbing, Electrical, and HVAC Design
- Review all shop drawings.
- Provide on-site inspections during construction to assure compliance with Architect's Documents.
- Provide Final Inspection and Punch List.

Not included: Civil/Site Improvement drawings.
Fire Suppression/Alarm System design

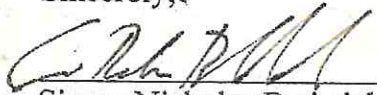
For the above services, our fee will be \$ 18,250.00, payable as follows:

- \$ 3,650.00 (20%) upon completion of preliminary phase
- \$ 9,125.00 (50%) at completion of Working Drawings.
- \$ 2,737.50 (15%) at issuance of building permit
- \$ 2,737.50 (15%) at final completion.

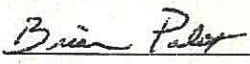
Optional additional services:

- \$ 2,000.00 for design of dais in Board Room, payable upon completion of work.
- \$ 2,500.00 for fire sprinkler system design, payable upon completion
(Fee may increase if existing water service needs to be upgraded).
- \$ 950.00 for coordination of fire system design, payable upon completion.

Sincerely,


Simon Nicholas Batistich, A.L.A.

accepted,

 date 6/9/2020