



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 • Fax: (630) 323-0787 • [www.willowbrookil.org](http://www.willowbrookil.org)

## AGENDA

### Mayor

Robert A. Napoli

### Village Clerk

Leroy R. Hansen

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, MARCH 11, 2013, AT 6:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
  - a. January 14, 2013 Regular Meeting of the Municipal Services Committee
  - b. February 13, 2013 Special Joint Meeting of the Municipal Services, Finance & Administration, and Public Safety Committees - Budget
4. DISCUSSION – Annual Maintenance Contracts:
  - a. Village Hall Janitorial Services Contract
  - b. Landscape Fertilization Contract
  - c. Landscape Maintenance Contract
  - d. Streetlight Maintenance Contract
5. REPORT – Municipal Services Department
  - a. January & February Monthly Permit Activity Reports
  - b. Water System Pumpage Report
6. VISITOR'S BUSINESS  
(Public comment is limited to three minutes per person)
7. COMMUNICATIONS
8. ADJOURNMENT



*"A Place of American History"*

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 14, 2013 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Suzanne Berglund, and Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a. After review of the draft minutes from the November 12, 2012 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Proposed Kingery Highway Landscape Improvement Project

Administrator Halik advised that several of the questions contained within the Village's 2012 Citizen Survey asked respondents to rate both the quality of streetscapes throughout town and the level of satisfaction of beautification projects undertaken by the Village. 70.8% of survey respondents rated streetscaping as either good or excellent, while 29.3% rated it as either fair or poor. With regard to beautification projects, 86.9% of respondents were satisfied with the scope and level of the projects, while 13.1% were not. Halik advised that responses to these survey questions over the last four years have identified a trend to be further considered. During the 2013 construction season, the Illinois Department of Transportation will complete a resurfacing of Kingery Highway through town. Aside from the pavement resurfacing, the scope of work of this project will not include landscape improvements to medians. However, such a landscape improvement project is eligible for grant funding under the Illinois Transportation Enhancement Program (ITEP). Provided such a project is submitted for consideration during the grant cycle and approved, 80% of the costs could be funded through the grant, with 20% being the local share. Halik advised that staff has met with the engineering firm Wills Burke Kelsey Associates to further discuss the scope of a Kingery Highway Landscape Improvement Project and the procedure to submit such a project for grant consideration. WBK has completed similar such projects for other municipalities and is very familiar with the ITEP grant application process. WBK has submitted a proposal to complete the preliminary design of such a landscape improvement project, which will include an estimate of probable costs. The preliminary design, and associated costs of the project, will be shared with the Board during the budget workshop in March. If the project is approved to proceed, adequate funding can be included in the FY 2013/14 budget, the final project can be submitted for grant funding through ITEP in October 2013, and if approved, the project could be completed in the Spring of 2014, after the 2013 roadway resurfacing project is completed. Halik advised that there is funding available in the current year's Public Works budget to cover the \$5,000 cost of preliminary design by WBK Associates. Staff would recommend these excess funds be utilized for this purpose. To ensure the landscape design firm has adequate time in which to complete the preliminary work on this project before the Board budget workshop, this item has been

placed on the Board agenda for the January 14th meeting for consideration. Chairman Mistele recommended that the prior Village identification sign replacement project, for the signs on Kingery, also be included in this project and submitted for the ITEP grant. Trustee Berglund agreed.

5. DISCUSSION – Illinois Public Works Mutual Aid Network (IPWMAN)

Administrator Halik advised that he had attended a recent DuPage Mayors and Managers Conference Business Meeting, in which a representative from the Illinois Public Works Mutual Aid Network gave a presentation. The IPWMAN is a state-wide network of public works agencies that are organized to respond to an emergency situation when a community's resources are not capable of handling the scope of the incident or have otherwise been exhausted. There are currently over 150 Illinois member communities that have joined the IPWMAN. Halik advised that although the Village is a current member of the DuPage County Public Works Mutual Aid Network, the group has recommended that municipalities also join the state mutual aid network. This would enable members to tap resources from outside of DuPage County to respond to an incident. Halik advised that being a member of the IPWMAN does not create any obligation on its members to respond to an incident – response is always voluntary. If Willowbrook were in the unfortunate position that we would need to seek assistance from the IPWMAN, the first five days of response is provided at no charge to the community. If the response effort was more than five days, reimbursement is required. However, if state or federal funds were to become available as a result of a regional incident, the costs of the IPWMAN response may be reimbursable. Given the size and resources currently available to Willowbrook to respond to a large-scale emergency incident in town, staff would recommend joining the IPWMAN. This network would provide the resources needed by the community to properly respond to such an incident. Membership dues for Willowbrook in the IPWAN would be \$100/year. Chairman Mistele agreed with the recommendation to join, and also requested additional information about both the DuPage and state level networks. Chairman Mistele also inquired about the need for damage assessors to work in Willowbrook after damage from an incident would occur. Halik advised that Willowbrook is also part of a mutual aid network through several professional organizations in which we could use building inspectors from nearby towns to complete the damage assessment. Halik agreed that damage assessors are a very important component of our emergency operations plan since FEMA typically requires a full damage assessment within 24 hours after an incident. Failure to provide the assessment in a timely manner could jeopardize our chances to receive reimbursement funds. The Committee felt that Willowbrook should join the IPWMAN.

6. REPORT – Municipal Services Department

- a. Administrator Halik shared the monthly permit activity report for both November and December showing that we have taken in only about \$8,500 in permit revenue in November and \$14,000 in December. In total, we have taken in about 133% of our FY2012/13 budgeted revenue to date.
- b. Administrator Halik shared the water system pumpage report. The report indicates that through December we have pumped about 30 million gallons more this year than we did in the same period last year. Overall we are tracking at about 74% of our pumpage projection eight months into the year, so we're about 7% over our projection.

7. VISITOR'S BUSINESS

(none)

8. COMMUNICATIONS

Chairman Mistele inquired as to whether we'll need to increase water rates. Halik advised that will be a discussion that occurs at the Committee budget meetings next month, but that it appears from staff's review of the health of our Water Fund, that we will need to consider increasing our rates. Chairman Mistele then inquired of the schedule for the Committee budget review meetings. Halik stated that they are tentatively scheduled to occur the week of February 11<sup>th</sup>. He also advised that whether individual meetings are held, or whether a joint meeting is held, similar to last year, is undecided. Chairman Mistele suggested that a joint budget meeting be held as it was last year. Halik advised that he would seek authorization from Mayor Napoli to hold a joint budget meeting between the three committees and propose a date that would work for all members.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:22 PM.

(Minutes transcribed by: Tim Halik, 3/4/13)

MINUTES OF THE SPECIAL JOINT MEETING OF THE MUNICIPAL SERVICES COMMITTEE, THE FINANCE & ADMINISTRATION COMMITTEE AND THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON WEDNESDAY, FEBRUARY 13, 2013 AT 5:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Administrator Halik at 5:40 p.m.

**2. ROLL CALL**

Those present at roll call were Trustees Sue Berglund, Umberto Davi, Terry Kelly, Mike Mistele, Frank Trilla, Village Administrator Tim Halik, Chief of Police Mark Shelton, Deputy Chief of Police Mark Altobella, Interim Finance Director Carrie Dittman, Public Works Foreman Tony Witt and Management Analyst Garrett Hummel.

**3. REVIEW - Fiscal Year 2013/14 Budget**

Administrator Halik began the meeting by explaining that the FY 2013/14 proposed budget includes a General Fund surplus of approximately \$180,000. This surplus equates to a projected fund balance of 182 operating days. Administrator Halik indicated that the surplus numbers and fund balance do not include the discretionary items which will be discussed during the Board Budget Workshop.

The next meeting on the budget schedule will be the Board Budget Workshop I scheduled for March 18, 2013.

Next, Administrator Halik explained that the proposed budget maintains all existing services and programs. Administrator Halik reiterated the General Fund will have 182 days (\$3,701,688) of operating expense in reserves. An operating day for the FY 2013/14 budget equates to roughly \$20,371. Finally, Administrator Halik explained the Five Year Plan used to develop the budget projections include conservative spending with no new or expanded services.

Administrator Halik next elaborated on the breakdown of the budget surplus. He explained the proposed budget does not include any major capital initiatives or salary increases for non-union employees (except for the elected official increases per ordinance). A salary increase for patrol officers of 2.5% has been included. Trustee Mistele commented on if it was a good time to discuss non-union raises. Administrator Halik explained that the topic of non-union raises is typically discussed at the Board Budget Workshop.

An increase of 5% is expected with respect to health insurance costs although the IPBC has not finalized their numbers for the upcoming year. Administrator Halik next briefly touched on the Village's two main pension programs (Police Pension & IMRF). He stated the police pension contribution decreased by 9.79% while the IMRF pension contribution increased by 2.12%. Administrator Halik pointed out that a complete breakdown of the surplus can be found on page 3 of the agenda packet.

Interim Finance Director Dittman next took over with an explanation of the Village's revenue sources. Director Dittman began by stating staff is projecting an overall revenue increase of 2%, which equates to roughly \$237,177 over the previous fiscal year. Director Dittman continued by examining each individual revenue source. She began with Sales Tax which is projected to decrease by \$46,374 when compared to the prior year. One reason highlighted by Director Dittman for the drop in sales tax is the upcoming Route 83 construction project. Next was Places of Eating Tax which projected no substantial change from the prior year. Utility Tax is expected to be down slightly around \$3,633. Income Tax is expected to increase by about \$79,454 based upon Illinois Municipal League (IML) projections. Amusement Tax is projected to decrease by approximately \$11,000. Trustee Davi inquired as to how other municipalities have handled the taxation of fitness clubs within their communities. Administrator Halik stated he would look into the question. Permit Fees are expected to increase by \$40,800. There is no expected change to the level of Red Light Camera Fines.

Administrator Halik returned to the topic of Village pensions by first elaborating on both the Police and IMRF pensions. The 9.79% decrease in Police Pension contribution translated into \$56,972. The rate of payroll for the Police Pension fund went from 27.6% to 30.1%. With respect to the IMRF pension, the 2.12% increase equated to approximately \$19,203 while the rate of payroll went from 17.95% to 20.07%. Finally, Administrator Halik provided background information on the Sherriff's Law Enforcement Pension (SLEP) program, which the Village is currently obligated to pay related to a settlement associated with a former Village Police Chief. Administrator Halik explained that Director Dittman suggested the Village consider paying off the entire SLEP amount of \$168,000 this coming year. Otherwise, the Village would be facing an annual payment of \$32,350 for 9 more years, which includes annual interest of 7.5%. The committee members concurred with Director Dittman's suggestion.

Administrator Halik next addressed concerns regarding the Water Fund. Administrator Halik began by providing a history of the City of Chicago and the DuPage Water Commission's (DWC) recent water rate increases and the subsequent water rate increases by the Village. As of January 1, 2013, the DWC raised water rates 20% in part due to the City of Chicago's 15% increase on the same date. The Village last increased its local water rates 20% on March 1, 2012. This increase included the introduction of a 6% discount program for residents, including seniors, who pay the minimum water bill (9,000 gallons per quarter). Administrator Halik continued by stating the Water Fund will be unable to absorb the current 20% DWC rate increase, while continuing to build an adequate reserve fund for future infrastructure maintenance projects. Administrator Halik further noted that the Village Board has not set a reserve balance target in terms of operating days (similar to the General Fund operating days in reserve objective of 120) for the Water Fund. Administrator Halik stated that based on his research into Water Fund reserve objectives, he would

recommend setting the Village's target at 90 days. Currently, the Water Fund reserve projects to be roughly 52 days at the end of the fiscal year.

When asked about the Chicago and DWC rate increases, Administrator Halik acknowledged that the increases tend to be frustrating from a water utility operational perspective. However, it seems that nationally, the water rates charged throughout the Midwest are comparatively very low. Halik indicated that he had previously spoken with a representative from the DWC regarding rates. The DWC representative explained to Administrator Halik that the water rates being charged in the Midwest are so far below the rates in other areas around the country that both Chicago and the DWC are being consistently denied federal grant funding for infrastructure improvements. The available federal funding tends to go to areas of the country that are faced with very large water rates. Administrator Halik next called attention to a handout, which detailed possible water rate increases for Willowbrook. Administrator Halik explained that in order to break-even, the Village would have to raise its rates 13.6%. Options of 17% and 20% were also presented. Administrator Halik recommended the 20% increase as it would help to rebuild the Water Fund reserve for future projects, such as the water tower painting project. If the 20% option is selected, the projected days operating in the Water Fund would be at roughly 95 days at the end of FY 2013/14. Trustee Kelly inquired as to when the Village needs to paint the water towers. In response, Administrator Halik explained that he had placed \$12,000 in the proposed budget to complete an engineering analysis to ascertain the current condition of the Willowbrook water towers and when they will need to be repainted. Administrator Halik clarified that the water tower painting project involves draining, sandblasting and re-painting/sealing the Village's water towers inside and out.

Administrator Halik next discussed the Motor Fuel Tax (MFT) Fund. He explained there will be approximately \$242,000 available in the MFT fund for use in the FY 2013/14 Road Program. Administrator Halik identified some good news related to the annual Roadway Maintenance Program in that the next year is a maintenance interval year in which no overlays are necessary. Instead, the Village can get by with a program centered on crack-sealing, full-depth patching and replacement of worn pavement markings throughout town. Administrator Halik believes the \$242,000 will be more than sufficient to complete the scope of work described above. Administrator Halik indicated the maintenance interval year will also help in building excess MFT funds necessary for the local share (\$232,000) needed to complete the STP grant road project in 2017.

Director Dittman began the financial performance section of the presentation. Echoing Administrator Halik's overview, Director Dittman explained the proposed budget projects 182 days of operating expense reserve. The FY 2012/13 budget comparatively projected at 135 days. However, the estimated actual FY 2012/13 budget currently projects at 182 days.

Director Dittman next went through several graphs detailing the revenues and expenditures for the upcoming year. Director Dittman explained that in the five-year forecasting model, revenue increase by 0.64% while expenses increase by 7.52% and even with this disparity the proposed budget includes a surplus translating into the 182 day reserve. Director Dittman continued on to the General Fund revenue projections, which came in at about \$7.9 million. It was pointed out on the General Fund graph that the state shared revenues of Sales Tax and Income Tax make up about 53% of the Village's General Fund.

Director Dittman presented the financial reports on the Village's major revenue sources: Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Red Light Fines, and Building Permits.

- Sales tax receipts - \$2,716,065 up 3.50% from the prior year
- Places of Eating Tax receipts - \$355,508 up 6.19% compared to the prior year
- Utility tax receipts - \$854,419 up 0.55% from the prior year
- Income Tax receipts - \$564,296 up 11.34% compared to the prior year
- Building Permit receipts - \$173,579 up 44.35% compared with the prior year
- Red Light Fines - Collected \$425,153 down 10.55% compared with the prior year
- Fines - \$109,192 down 10.99% compared with the prior year

Chief Shelton commented on the reasoning behind the decrease in fines by saying the PD was short an officer and the state has added a great deal of fees to each ticket. Trustee Trilla asked if it would be possible to set up a local court which would administer its own fines. Administrator Halik stated it is possible, but there are pros and cons to that approach. However, it could be something to consider.

Director Dittman next presented a graph detailing the FY 2013/14 General Fund expenditures totaling roughly \$7.7 million. Director Dittman continued by explaining a couple of short-term projection graphs which depict the Village's number of days operating expense through FY 2016/17. Director Dittman concluded the projection graphs with a long-range (15-year) graph which showed the Village dropping below its days of reserve target in roughly 2023-24.

Administrator Halik again touched on the Water Fund financials by pointing out that if the Village simply goes with a 13.6% pass through with respect to the Chicago and DWC water rate increase, the Water

Fund reserve will disappear by 2016.

Director Dittman presented the Water Sales Revenue Report next.

- Water Sales Revenue - \$1,859,921 up 28.92% when compared to the prior year.

Director Dittman explained the main reason for the increase from year to year was the 20% rate increase effective 3/1/12.

Director Dittman identified a graph detailing the FY 2013/14 Water Fund expenditures. Total Water Fund expenditures equal roughly \$2.3 million.

Director Dittman presented the Motor Fuel Tax Financial Report.

- Motor Fuel Tax - \$195,204 down 3.06% from the prior year.

Director Dittman pointed out that 2012-13 will be the last year where the \$38,491 special distribution from the Illinois Capital Bill will be included.

Administrator Halik took over with the start of the Departmental Budget presentations. He began with the Village Board and Clerk budget. The main highlights include raises of \$17,300 and \$2,850 for the Mayor and Village Clerk respectively.

Administrator Halik continued with the Board of Police Commissioners. The only item of note was a small increase related to life insurance for appointed officials.

Administrator Halik next began the Administration budget, which increased 4.58% over last year's budget. He started with an increase in the Legal Services line-item due to the upcoming police union negotiations. The Risk Management line-item increased because the IRMA premium is expected to increase due to increased annual revenues and a couple of less than favorable claim years. Funding has also been included for a wellness program initiative. Administrator Halik explained the Village is interested in beginning a wellness program because the Board has expressed interest in reinstating police physical fitness testing. Administrator Halik explained that current police contract includes a physical fitness requirement; however the testing program is currently suspended. Trustee Berglund inquired as to how and why the program became suspended. Administrator Halik answered by saying several years ago, after a series of injuries occurred related to the fitness testing, the Village Board discussed the topic of the fitness program and its purpose. According to the record, no decision was made by the Board at the time. However, shortly thereafter, the previous Police Chief distributed a memo to the department suspending the program. It is unknown what actually led to that action. Administrator Halik explained that in order to prevent injuries if the fitness test is reinstated, a transition type approach, such as a 12 week fitness monitoring program provided by Midtown, might be a good idea. Trustee Trilla agreed with the concept of a transitional approach. Trustee Kelly suggested an

incentive based program, which would reward employees for taking part in wellness type initiatives that they would otherwise never have considered participating in. Administrator Halik also stated that \$2,400 has been included for a heart scan and blood workup for each employee. Trustee Kelly suggested the program be offered to Trustees as well. Administrator Halik agreed.

With regard to Administration capital items, Administrator Halik highlighted two projects. The first being a project to repaint the Village Hall side of the building. The second project is for a floor/carpet replacement in the Council Chambers, which has received a variety of complaints.

Administrator Halik continued with the Planning & Economic Development budget, which increased 2.85% over the previous year. The largest change to this budget came in the planning consultant line item, which was increased by about \$5,000.

The Parks & Recreation was the next budget discussed. Overall, this budget decreased by 6.7%. Administrator Halik explained the reason for the decrease is that there have not been any capital expenditures added to the Parks & Recreation budget, yet. Administrator Halik also stated that the Parks & Recreation department is interested in hiring a part-time laborer to assist with various park related tasks.

Trustee Kelly inquired as to the status of the Parks & Recreation Master Plan. Administrator Halik responded that a draft of the plan is due in March. Once a draft of the document is obtained, Administrator Halik suggested the scheduling of a joint meeting between the Village Board and Parks & Recreation Commission to discuss the findings. Finally, Administrator Halik explained that the Parks & Recreation department is considering an ADA improvement capital project at Waterford Park for this fiscal year.

Director Dittman took over for the explanation of the Finance budget, which decreased by 1.41% from last year's budget. The main highlight from this budget was the inclusion of \$9,200 for an ERP assessment. Director Dittman explained the reasoning behind the ERP assessment is to examine alternatives to the Village's current aging financial software. The ERP assessment would provide an overview of all functionality the Village would need from its financial software from accounts receivables to business licenses to water billing and parks & recreation registration.

Chief Shelton next presented the Police department budget, which increased by 6.77% over the previous year's budget. Chief Shelton began with increases to the Overtime line-item of \$33,900 due to the department being short an officer. Chief Shelton next spoke on the use of approximately \$58,000 in DEA funding to get a wireless camera system set up in each patrol vehicle. Chief Shelton explained the technology would wirelessly download the video feed from each patrol vehicle to the Police Department's server upon the vehicle returning to the station.

Administrator Halik pointed out the SLEP buy-out of \$122,650 mentioned earlier in the presentation is already included in the Police Department budget. Chief Shelton next touched on the addition of \$10,000 for the new CAPERS report writing system. Chief Shelton wrapped up his portion of the presentation by discussing the capital items included in the Police budget. Two squad cars are scheduled to be replaced in the next year estimated at \$78,000. Two small projects, sound proofing the interrogation rooms and adding an exhaust fan to the evidence room have been included for \$2,500 apiece.

Administrator Halik presented the Public Works budget beginning with a \$203,150 increase to the tree maintenance line-item for the introduction of Emerald Ash Borer (EAB) Abatement Program. Administrator Halik explained the tree inventory conducted in the previous fiscal year identified 239 trees which are on the recommended removal list for the next year. After gathering some preliminary price estimates, staff concluded the Village could remove and replace each tree for roughly \$850 each. Trustee Kelly asked if the Village was going to allow private residences to be included within the EAB Abatement Program. Administrator Halik commented that the Village would include a public participation component in the RFP's. This would allow the public to receive the same removal/planting rates that the Village receives. Administrator Halik also explained his primary fear with the quantity of removals/replacements is if we experience draught conditions this upcoming year. With that in mind, Administrator Halik suggested the hiring of two part-time seasonal employees who would use the Village's water truck and water each replacement tree as needed. Administrator Halik explained the EAB Abatement Program will be a multi-year (3-5 year) endeavor, but that the first year will likely be the most expensive.

Administrator Halik concluded the Public Works department budget with an examination of upcoming capital expenses. The Village's only medium sized dump truck is in bad need of replacement with an estimated replacement cost of \$70,000. Half this expense (\$35,000) has been budgeted in the Public Works budget while the other half has been put in the Water Capital budget. Finally, \$28,000 has been included for entry signs for the Village. Administrator Halik explained this project may receive funding from an Illinois Transportation Enhancement Program (ITEP) Grant. Overall, the Public Works budget increased by 24.64% over last year's budget.

Administrator Halik next covered the Building & Zoning budget highlighting an increase of \$5,000 in overtime due to the volume of expected permit applications. Trustee Kelly expressed concern over the difficulty in finding information on the Building & Zoning section of the Village's website. Management Analyst Hummel agreed to place a link to that particular section of the website on the homepage. Overall, the Building & Zoning budget increased by 3.46% over last year's budget.

Administrator Halik continued with the Water Fund budget highlighting

several items, which resulted in a 3.25% increase over the previous year's budget. Funding has been included for a part-time seasonal laborer as well as a software upgrade for the SCADA system, which is used to run the Village's water system. Administrator Halik explained an additional \$22,500 has been included for main break repairs as the Village has seen an increase in breaks. Administrator Halik concluded the Water Fund budget by stating there is a \$109,043 increase included due to the DWC water rate increase discussed earlier in the evening.

Administrator Halik quickly touched on two items included in the Water Capital Fund and they are \$35,000 for the other half of the Public Works dump truck replacement and \$25,000 for the continuation of the Village's fire hydrant replacement program.

Director Dittman presented the Hotel/Motel Financial Report.

- Hotel/Motel Tax - \$51,110 down 4.84% from the prior year.

Director Dittman briefly went over the Hotel/Motel budget explaining the budget went down 25.63% because there had been a large promotional effort during the previous fiscal year.

Director Dittman next explained the Tax Increment Financing (TIF) Fund. She began with the addition of \$10,000 in the Accounting Fees line-item due to the amount of time spent on TIF related projects. The \$10,000 is not a new cost, but is rather a transfer from the Finance Accounting Fees line-item. Trustee Kelly inquired as to what the process moving forward looks like for the Village since the TIF is expiring in the next year. Director Dittman acknowledged the question by saying she spoke with the County and the Village is required to notify the parties in the TIF of the upcoming expiration. Also, an attorney will be needed to review the TIF closing documents. On a side note, Director Dittman noted that the SSA is still active through 2026.

Administrator Halik presented the Water Capital Improvements Fund next starting with the \$12,000 Water Tower Engineering Analysis Project, which was discussed earlier in the meeting. Another \$12,000 has been included for a Water Valve Insertion Project. Finally, there has been \$24,000 included for the replacement of Meter Transmitting Units (MTU's). Administrator Halik explained that MTU's are the pieces of equipment that allow the Village's water department to remotely collect water consumption readings. Each water account has an MTU attached to its water meter. These MTU's transmit readings to one of three Data Collection Units (DCU's), which in turn, transmit the readings into the Village's billing software. When the system was installed in 2001, we were advised that the battery life of an MTU was 15-20 years. Unfortunately, the Village has been experiencing a great deal of battery failures over the past two months. Because of the early failures, the manufacturer has offered a rebate on replacements, which has helped to defray the costs a bit. The Village is looking at the required replacement of 2,228 MTU's within the coming year or two. The cost of the replacement equipment only is about \$100 per MTU, without the rebate. Administrator Halik explained Downers Grove has

also been experiencing the same issues with their system, but after some research has elected to continue using the same manufacturer. Trustee Mistele commented that the Village appears to be locked into a 10-15 year cycle for replacements. Administrator Halik explained that the lifespan of an MTU should be at least 15 years. He advised that this issue is relatively new within the last 2 - 3 months, and that the problem is currently being examined by staff. A plan will be devised in the near future and brought to the Village Board for consideration.

Director Dittman explained the 2008 Bond Fund. Trustee Kelly asked if the Village has considered refinancing the debt from the Public Works Building/75<sup>th</sup> Street Extension Project. Director Dittman said she would look into the suggestion.

Director Dittman explained the Land Acquisition, Facility Expansion & Renovation (LAFER) Fund. Director Dittman said currently there are no planned expenditures, but there is \$3.2 million in the fund. Administrator Halik commented that the \$155,000 Waterford Park project could potentially be funded using this fund. Trustee Davi inquired as to where this money is kept and whether it is earning any interest. Director Dittman said if the money is not being used, the Village should look into various investment options.

Administrator Halik concluded the meeting by reminding the Village Board of the Board Budget Workshop, which is scheduled for March 18, 2013. At the workshop, staff will present discretionary items, such as archive file storage, which are not currently in the budget and were not presented tonight. Administrator Halik also invited each committee member to review the budgeted item highlight sheets located at the end of the budget packets and contact him with any questions. Finally, he thanked all meeting attendees for their time and the feedback offered during tonight's meeting.

#### **4. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

#### **5. ADJOURNMENT**

Motion to adjourn was made by Trustee Davi. Trustee Mistele seconded the motion.

The meeting was adjourned at 7:50 p.m.

(Minutes transcribed by: Garrett Hummel, 2/27/13)

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – JANITORIAL SERVICES CONTRACT**

**COMMITTEE REVIEW**

- Finance/Administration  
 Municipal Services  
 Public Safety

Meeting Date:

March 11, 2013

- 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**

The Village's Janitorial Services contract includes the routine cleaning of the Village Hall building. This contract was put out to public bid in 2011. At that time, the low bid was received by Eco Clean Maintenance, Inc. and the contract was awarded to them. Eco Clean has provided the service to the Village since that time. The following is a history of the contract prices charged to the Village by Eco Clean:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2011-2012	Eco Clean Maintenance, Inc.	\$17,388.00/yr. (\$1,449.00/mo.)	-
FY 2012-2013	Eco Clean Maintenance, Inc.	\$17,388.00/yr. (\$1,449.00/mo.)	0%

Staff is pleased with the services provided by Eco Clean. We have contacted them to discuss another contract extension. Eco Clean has offered a one-year contract with no increase in price. Therefore, the cost of the FY 2013/2014 season would remain \$17,388/year, or \$1,449/month.

**STAFF RECOMMENDATION**

Staff would recommend that the competitive bidding process for this particular maintenance contract be waived and a new one-year contract be offered to Eco Clean Maintenance with no increase in price.



**ECO CLEAN MAINTENANCE, INC.**



March 4, 2013

**Tim Halik**  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

**Re: Cleaning Service Contract Extension**

Dear Mr. Halik,

We are pleased to inform you that Eco Clean Maintenance, Inc. would be willing to extend the Contract for Janitorial Services between Eco Clean Maintenance, Inc. ("Contractor") and the Village of Willowbrook ("Client") for an additional one-year at no increase in the current contract price.

If you have any questions, please do not hesitate to contact our office.

Truly yours,

Arkadiusz Grabowski

**5862 N. Milwaukee Avenue • Chicago, IL 60646**  
**877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353**  
**EMAIL [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)**

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – LANDSCAPE FERTILIZATION CONTRACT**

**COMMITTEE REVIEW**

- Finance/Administration  
 Municipal Services  
 Public Safety

Meeting Date:

March 11, 2013

- 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**

The Village's landscape fertilization services contract includes turf fertilization and herbicide treatment of Village rights-of-ways, parks, and specified facilities (e.g., water tower sites, Village Hall, etc.). In 2007 this scope of work was removed from the previous landscape maintenance (i.e., turf mowing) contract in the hopes that if the work was performed by a specialized contractor it would result in higher quality. At that time, after a competitive bidding process, the low bid was received by Spring- Green Lawn & Tree Care, Plainfield, and the contract was awarded to them. Spring-Green has provided the service to the Village since that time. The following is a history of the contract prices charged to the Village by Spring-Green:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Spring-Green Lawn & Tree	\$21,494.00	-
FY 2008 -2009	Spring-Green Lawn & Tree	\$22,568.70	+5%
FY 2009-2010	Spring-Green Lawn & Tree	\$22,568.70	0%
FY 2010-2011	Spring-Green Lawn & Tree	\$22,568.70	0%
FY 2011-2012	Spring-Green Lawn & Tree	\$22,568.70	0%

Although staff is pleased with the services provided by Spring-Green, at least one (1) other vendor has requested an opportunity to bid on this contract. To potentially reduce the cost of this annual maintenance work, staff would recommend that a competitive bidding process be completed at this time to seek new prices for this maintenance contract. The following is a proposed schedule to complete the bidding process:

- March 11, 2013: M.S. Committee review & approval of contract document
- March 12, 2013: Legal Notice sent to the *Suburban Life* newspaper
- March 15, 2013: Legal Notice published
- April 2, 2013: Public Bid Opening at 10:30 AM
- April 8, 2013: M.S. Committee review of bid results & recommendation
- April 8, 2013: Village Board awards a contract

**STAFF RECOMMENDATION**

Staff would recommend that the Committee authorize staff to begin the competitive bidding process for the Landscape Fertilization Contract in accordance with the above schedule.

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
For

**LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE PARKS & ROADSIDE  
RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16**  
**\*\* MUST BE EXECUTED AND NOTARIZED \*\***  
**BIDS TO BE EXECUTED IN DUPLICATE**  
**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**  
**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD: MAY 1, 2013 – APRIL 30, 2014

ACCOUNT NUMBER: \_\_\_\_\_

BID DEPOSIT: 5% of Bid Amount (See Page 4)  
*Certified Check, Bank Cashier's Check or Bid Bond*

PERFORMANCE BOND(S) REQUIRED: YES (See Page 4)

DRAWINGS: NONE

BID OPENING - DATE/TIME/LOCATION: **10:30 AM CST April 2, 2013**  
**WILLOWBROOK VILLAGE HALL**  
7760 Quincy Street  
Willowbrook, Illinois 60527

Issued by: Administration Department  
Village of Willowbrook, Illinois  
7760 Quincy Street  
Willowbrook, Illinois 60527  
(630) 323-8215

Timothy J. Halik  
Village Administrator

**BID NOTICE**

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

**Bid Item:**                    **Landscape Fertilization Services For Village Parks & Roadside Rights of Way, Medians, and Specified Facilities**

**Bid Opening:**            **10:30 AM CST April 2, 2013**

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Administration Department at (630) 323-8215.

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract.

The Village of Willowbrook reserves the right to reject any or all bids, to waive technicalities, and to accept any bid which is deemed to be in the best interest of the Village of Willowbrook.

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

Upon request, this information can be made available in large print, audiotape, and/or computer disk.

**I. GENERAL CONDITIONS**

**A. DEFINITIONS**

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. **BIDDER** shall mean:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. **VILLAGE** shall mean the Village of Willowbrook, DuPage County Illinois, an Illinois Municipal Corporation.

**B. PREPARATION AND SUBMISSION OF PROPOSAL**

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

**Contractor's Certification Bid Proposal - Page #16  
BID PROPOSAL PAGE**

**ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:**

**BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.**

**C. WITHDRAWAL OF PROPOSAL**

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

1. Cash bid proposals meet Village Specifications and are submitted separately.
2. The Village shall not consider an alternate bid which fails to meet specifications.

**E. BID DEPOSIT**

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Willowbrook, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

**F. SECURITY FOR PERFORMANCE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within fourteen (14) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within fourteen (14) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

**G. EQUIVALENT PRODUCTS**

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

**H. BASIS OF AWARD**

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

**I. ACCEPTANCE OF BID**

The Village shall make its determination with respect to bids within thirty (30) days, or within sixty (60) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

**J. CATALOGS**

Each Bidder shall submit catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

**K. DELIVERY**

All materials shipped to the Village of Willowbrook must be shipped F.O.B. freight prepaid, designated location Willowbrook, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

**L. GUARANTEES AND WARRANTEES**

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

**M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract awarded by the Village of Willowbrook shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

**N. COMPETENCY OF BIDDER**

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Willowbrook upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject

any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

**O. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS**

The equipment supplied to the Village of Willowbrook must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Bidder will strictly comply with all ordinances of the Village of Willowbrook, the laws of the State of Illinois and United States Government.

**P. SPECIAL HANDLING**

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

**R. TOXIC SUBSTANCES**

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

**S. PRICE REDUCTIONS**

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be

considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

**T. TERMINATION OF CONTRACT**

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

- A. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or
- B. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
- C. If it is determined that successful Bidder knowingly falsified information provided to the Village.
- D. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
- E. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
- F. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- G. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**U. EQUAL EMPLOYMENT OPPORTUNITY**

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it 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 Illinois Human Rights Act and the Department's rules and regulations.

6. That it 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 Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. 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.

**SUBCONTRACTS**

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

**CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

**V. INSURANCE SPECIFICATIONS**

1. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<b><u>COMMERCIAL GENERAL LIABILITY</u></b>	
1. Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000</b>
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	<b>PERSONAL INJURY PER OCCURRENCE \$1,000,000</b>
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	<b>GENERAL AGGREGATE \$2,000,000</b>
8. Independent contractors	
9. Personal Injury	

---

Business Automobile Liability **COMBINED SINGLE LIMIT PER OCCURRENCE**  
Any Auto, Owned, Non-Owned **FOR BODILY INJURY AND PROPERTY DAMAGE**  
Rented/Borrowed **\$1,000,000**

---

Worker's Compensation and Occupational Diseases **STATUTORY LIMIT**

---

Employer's Liability Insurance per Occurrence **\$500,000**

---

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**W. INSURANCE POLICY(S) ENDORSEMENT**  
***SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.***

VILLAGE OF WILLOWBROOK ("The Village")  
Attention: **Administration Department**  
7760 Quincy Street  
Willowbrook, Illinois 60527

1. **POLICY INFORMATION.**

- A. Insurance Company \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_

F. Address of Named Insured \_\_\_\_\_

G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_

H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

2. **VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within fourteen (14) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within fourteen (14) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

3. **POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

**A. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

**B. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either

event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**C. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

**D. SUBCONTRACTORS. (ALL COVERAGES)**

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

**E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**F. CANCELLATION NOTICE. (ALL COVERAGES)**

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

**G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**

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

**H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)**

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

4. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.**

I, \_\_\_\_\_ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: \_\_\_\_\_

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**X. INDEMNITY HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

**ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A**

Name of Insurer: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

\_\_\_\_\_  
\_\_\_\_\_

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

*(EXHIBIT A) IRMA - Section 4:06, Page 13*

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

\_\_\_\_\_, as part of its bid on a  
(Name of Contractor)

contract for \_\_\_\_\_ to The Village of Willowbrook,  
Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned  
contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: \_\_\_\_\_  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CONTRACT – Page One of Two**

1. This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and \_\_\_\_\_
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, \_\_\_\_\_ agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

**(Village Seal)**

**VILLAGE OF WILLOWBROOK**

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

**IF A CORPORATION**

**(Corporate Seal)**

**CORPORATE NAME**

Attest:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**MY COMMISSION EXPIRES:** \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**IF A PARTNERSHIP**

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

PARTNERS DOING BUSINESS UNDER THE NAME OF

\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

=====  
**IF AN INDIVIDUAL**

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



## **II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

### **A. INTENT**

It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

### **B. LOCATION OF UTILITIES**

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook.

**G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

**H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

**I. SITE CONDITION AND CLEAN-UP**

The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.

**J. TRESPASS ON LAND**

The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

The Village shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.

**L. PROTECTION OF PUBLIC**

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the

condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

Final payment will be made when the work is accepted by the Village. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

**O. ACCEPTANCE**

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

**THIS PAGE INTENTIONALLY LEFT BLANK**

### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **A. EXAMINATION OF SITE**

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

#### **B. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the Superintendent of Parks & Recreation and the Director of Municipal Services or their designee(s) prior to the start of work in order to review the contract specifications designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

#### **C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

#### **D. PREVAILING WAGES**

In accordance with the law and the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook

#### **E. SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the Village of Willowbrook; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

**F. DEFAULT**

The contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village of Willowbrook, shall constitute contract default.

**G. SAFETY**

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Willowbrook as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**H. WORKMANSHIP**

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, Village staff members, and the general public.

**I. PENALTY FOR NON-COMPLETION**

Time is of the essence to the contract. Should the Contractor fail to complete the work within the timelines stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on the Village or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- failing to complete work in a manner or sequence as required;
- damaging landscaping (i.e. debarking plants by running into them with equipment);
- failure of the contractor to be accessible to the Village or respond to requests to complete work;

**J. SUPERVISION AND TRAINING**

Competent English speaking supervisory personnel shall be present at each facility on a regular basis. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable.

**K. WORKING HOURS**

The Contractor shall work the same hours as the Municipal Services Department unless other arrangements are agreed upon ahead of time. The Contractor must inform the Director of Municipal Services, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

**L. TRESPASS ON LAND**

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

**M. COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

**N. TRAFFIC CONTROL**

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

**O. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

**P. ACCESSIBILITY OF CONTRACTOR**

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for

complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English-speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Director of Municipal Services or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

**Q. REFERENCES**

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size, but shall include at least one (1) municipal client at a minimum.

**R. BILLING & PAYMENT**

Payment shall be made in seven (7) equal payments, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: May, June, July, August, September, October and April following receipt of an invoice from the Contractor for the month in question.

**S. RENEWAL AND EXTENSION**

This Contract shall be in full force and effect from May 1, 2013 to and including April 30, 2014. At the sole discretion of the Village, this contract may be extended for one (1) additional twelve (12) month period under the same terms and conditions.

**T. EQUIPMENT CONDITION**

All equipment will be kept in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

**U. ADDITIONS OR DELETIONS**

The Village reserves the right to increase or decrease quantities and number of fertilization application based on actual field conditions and requirements. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the Village and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contract.

**V. REPORT OF WORK PERFORMED AND SCHEDULED**

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the work that has been performed by the Contractor during the previous month.

**W. SCOPE OF THE WORK**

**1. Village Parks**

Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. Estimated acreage areas included in this section are as follows:

<u>PARK</u>	<u>ACRES</u>
Borse Memorial Community Park <sup>2</sup>	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Rogers Glen Park <sup>3</sup>	1.5
Public Works Facility	<u>2.0</u>

Total acreage for this section = 41.2

Note 2 – Community Park is equipped with an underground sprinkler system and that care must be used to prevent damage to that system.

Note 3 – Includes both parkways on Rogers Farm Road.

## **2. Roadside Rights of Way, Medians, and Specified Facilities**

Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. Estimated acreage areas included in this section are as follows:

- A. Median areas and road side rights of ways on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79<sup>th</sup> St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 ½” to 3” height. 24.67 acres.
- B. 73<sup>rd</sup> Ct. Pump house site 3.37 acres
- C. Village Hall .30 acres

Total acreage for this section = 28.34

### Fertilization & Weed Control

All applications of pesticide and fertilizer shall be scheduled with the Director of Municipal Services or his designee at least one week prior to spraying. The Village may at its discretion appoint an inspector to oversee the application. All applications shall be applied in accordance with labels and manufacturers’ recommendations and must be approved by the Village prior to application and scheduling. All Material Safety Data Sheets (MSDS) for the various chemicals being used within the Village must be supplied to the Village prior to their use. All employees of the Contractor who will be working with any chemicals (pesticides, fertilizers, etc.) must have all required certifications for such work and shall comply with all applicable federal, state, and local regulations.

The Contractor shall be responsible for the replacement of plant material killed off due to chemical application. Round up shall be used with extreme caution around planting beds and trees and applied only with applicator sticks.

The following application schedule and product list shall be followed:

**Village Parks, Roadside Rights of Way, Medians, and Specified Facilities**

**Fertilizer Information:** Either granular or liquid fertilizer applications are permissible on all village grounds. Based on the size and configuration of the turf area being treated, the contractor will select the formulation that will provide the best results while minimizing off target application. Contractor is responsible for removing any granular fertilizer on all impervious surfaces after the application is completed. No product substitutions will be accepted without prior authorization from the Village of Willowbrook.

**Weed Control Information / Requirements:** Only two blanket applications of herbicide containing 2,4-D are allowed each year. Once areas have received two blanket applications, a non 2,4-D herbicide such as TriPower will be used if additional blanket applications are needed. If weeds can be controlled with spot or zone spraying, the use of TruPower 3 or other 2,4-D containing herbicides is permitted.

**Grub Control:** The effectiveness of preventative and curative grub control treatment is dependent on proper watering / irrigation. If product is not thoroughly watered in after application either by natural rainfall or irrigation, it will not be effective in controlling grub populations.

**APPLICATION #1 -MARCH-APRIL**

Granular Fertilizer and Crabgrass Control: 25-0-5 .38% Barricade, 0.5 lb a.i/ acre 0.75 lb N/1000  
Liquid fertilizer and Crabgrass Pre-emergent: 17-0-5 + 0.5lb a.i/ acre Barricade, .75 lb N/1000

**APPLICATION #2 – MAY**

Granular Fertilizer and crabgrass control: 25-0-5 .19% Dimension, 0.25 lb a.i/ acre 0.75 lb N/1000  
Liquid Fertilizer and crabgrass control: 17-0-5 + 0.25lb a.i/ acre Dimension, 0.75 lb N/1000  
Broadleaf Weed Control: Escalade 2

**APPLICATION #3 – JUNE**

Granular Fertilizer : 16-0-4 50% poly coated urea, 0.50 lb N/1000  
Liquid Fertilizer : 17-0-5 + 50% slow release nitrogen from N-Sure or NBN . 0.50 lb N/1000  
Broadleaf Weed Control: TruPower3  
Merit 2f - Grub Control

**APPLICATION #4 – JULY – AUGUST**

Granular Fertilizer : 16-0-4 50% poly coated urea, 0.50 lb N/1000  
Liquid Fertilizer : 17-0-5 + 50% slow release nitrogen from N-Sure or NBN . 0.50 lb N/1000  
Broadleaf Weed Control: TruPower3 - Spot or Zone treat

**APPLICATION #5 – SEPTEMBER – AUGUST**

Granular Fertilizer : 25-0-5 50% poly coated urea, 0.75 lb N/1000

Liquid Fertilizer : 17-0-5 + 50% slow release nitrogen from N-Sure or NBN . 0.75 lb N/1000

Broadleaf Weed Control: TruPower3 for Spot Treat areas, TriPower to be used if blanket applications are necessary

Curative Grub Control: Arena .25G 3lbs/1000

**APPLICATION #6 – NOVEMBER – DECEMBER**

Granular Fertilizer : 25-0-5 all mineral .75 lb N/1000

Liquid Fertilizer : 17-0-5 , .75 lb N/1000b N

<p><b>Village of Willowbrook</b></p> <p><b>LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2</b></p>
---

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2013 through April 30, 2014.

<u><b>FERTILIZATION FOR VILLAGE PARKS</b></u> <b>(Section III-W-1)</b>	<u><b>COST</b></u>
APPLICATION #1 –MARCH-APRIL	\$ _____
APPLICATION #2 – MAY	\$ _____
APPLICATION #3 – JUNE	\$ _____
APPLICATION #4 – JULY – AUGUST	\$ _____
APPLICATION #5 – SEPTEMBER – AUGUST	\$ _____
APPLICATION #6 – NOVEMBER – DECEMBER	\$ _____
<b>TOTAL COST FOR VILLAGE PARKS</b>	<b>\$ _____</b>

<u><b>FERTILIZATION FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</b></u> <b>(Section III-W-2)</b>	<u><b>COST</b></u>
APPLICATION #1 -MARCH-APRIL	\$ _____
APPLICATION #2 – MAY	\$ _____
APPLICATION #3 – JUNE	\$ _____
APPLICATION #4 – JULY - AUGUST	\$ _____
APPLICATION #5 – SEPTEMBER - AUGUST	\$ _____
APPLICATION #6 – NOVEMBER - DECEMBER	\$ _____
<b>TOTAL COST FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</b>	<b>\$ _____</b>

<u><b>GRAND TOTAL - VILLAGE PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</b></u>	<u><b>\$ _____</b></u>
--	------------------------

**Village of Willowbrook**

**LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 OF 2**

At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term to begin on May 1, 2014 and conclude on April 30, 2015. Rates for services listed for the 2013-14 contract period will not increase more than \_\_\_\_\_% for the 2014-15 contract period.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: *(Please Print)* \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**REFERENCES**

The Contractor must list at least four (4) references, including at least one (1) municipality, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # / Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # / Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # / Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service (from – to): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # / Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service (from – to): \_\_\_\_\_



**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – LANDSCAPE MAINTENANCE SERVICES CONTRACT**

**COMMITTEE REVIEW**

- Finance/Administration  
 Municipal Services  
 Public Safety

Meeting Date:

March 11, 2013

- 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**

The Village's landscape maintenance services contract includes turf mowing of Village rights-of-ways, parks, and specified facilities (e.g., water tower sites, Village Hall, etc.). In 2007 this scope of work was isolated from the previous landscape contract, which had also included fertilization/herbicide services, in the hopes of obtaining a more competitive mowing price, and at the same time improving the fertilization and herbicide service. After a competitive bidding process, the low bid was received by Falco's Landscaping, Addison, and the contract was ultimately awarded to them. Falco's Landscaping has provided the service to the Village since that time. The following is a history of the contract prices charged to the Village by Falco's:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2007-2008	Falco's Landscaping	\$43,458.10	-
FY 2008 -2009	Falco's Landscaping	\$45,631.00	+5%
FY 2009-2010	Falco's Landscaping	\$43,350.00	-5%
FY 2010-2011	Falco's Landscaping	\$43,350.00	0%
FY 2011-2012	Falco's Landscaping	\$44,217.00	+2%
FY 2012-2013	Falco's Landscaping	\$44,217.00	0%

Staff has contacted Falco's to discuss a contract extension. Falco has offered a two-year contract with a 3% price increase for the first year. The price increase requested is due to rising fuel costs. Therefore, the cost of the FY 2013/2014 season would be \$45,543.51, which reflects a \$1,326.51/yr. increase. The cost of the FY2014/2015 season would also be \$45,543.51, which reflects the same price (i.e., no increase from the previous year).

**STAFF RECOMMENDATION**

The general appearance of the turf areas within Village parks and on rights-of-ways is of high quality. In addition, the contract provisions also require the maintenance of landscaped areas (e.g., brush trimming, weed pulling, etc.) which has been performed very satisfactorily. Staff is very pleased with both the quality of services and responsiveness provided by Falco's. This vendor is also very easy to work with being very accommodating to our needs. Therefore, staff would recommend that the competitive bidding process for this particular maintenance contract be waived and a new two-year contract be offered to Falco's Landscaping with a 3% price increase in the first year. This same price would then be extended to the second year.

# FALCO'S LANDSCAPING INC.

4 N 151 5<sup>TH</sup> AVE. ADDISON IL, 60101  
PH (630) 458-0994 FX (630) 458-0996

February 28, 2013

Mr. Timothy Halik  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527-5594



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

RE: Landscape Maintenance Services.

Dear: Mr. Tim Halik

As per the incoming expiration of the 2012 – 2013 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to extend an offer of, two more years deal with a 3 % increase on the current contract from: \$ 44,217.00, to: \$ 45,543.51, the motive of the percentage of increase is base on the change of fuel cost otherwise we'll be more than happy to keep our same price as the previous years if the Village of Willow brook agrees for the extension of (2) two more years of the existing Landscape Maintenance Contract for the periods beginning as follow:

<i>May 01, 2013 – April 30, 2014</i>	<b>TOTAL COST</b>	<b>\$ 45,543.51</b>
<i>May 01, 2014 – April 30, 2015</i>	<b>TOTAL COST</b>	<b>\$ 45,543.51</b>

As the past years we where glad to serve this community we our best, we look forward to keep providing you with the same services or better yet, improve our services the best possible.

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**

By \_\_\_\_\_ Date \_\_\_\_\_

**MUNICIPAL SERVICES COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – STREETLIGHT MAINTENANCE CONTRACT**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

March 11, 2013

- 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**

The Village's annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town (approximately 180). In 2012, after a competitive bidding process, the low bid was received by Rag's Electric, and the contract was awarded to them. Rag's Electric has provided the service to the Village since that time. The following is a history of the contract price charged to the Village by Rag's Electric:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2012-2013	Rag's Electric	\$9,395.00	-

Staff is very pleased with the quality of services currently provided by Rag's Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Rag's responded that due to the prevailing cost fuel, he would need to increase the hourly rate charged for use of his bucket truck and service truck. However, overall, these rate increases would only equate to an approximate 2.9% increase in the total contract price.

**STAFF RECOMMENDATION**

Staff would recommend that we grant Rag's Electric a 2.9% increase in the contract price and extend a one-year renewal agreement to them. If the Committee concurs, staff would recommend drafting a renewal agreement that would be brought to the Village Board for approval. The new contract would become effective on May 1, 2013.

## Tim Halik

---

**From:** ragselectric@aol.com  
**Sent:** Thursday, March 07, 2013 1:25 PM  
**To:** Tim Halik  
**Subject:** Re: Willowbrook Streetlight Maintenance Contract - FY 2013/14

Dear Tim,

Thank you for the compliment on our service; as you know, I have been doing your service work on your public buildings and pump station for about 10 years. I've always wanted to add your street lighting to our scope of work. It took a few years, but I was finally able to be the low bidder on your street light maintenance. We have a great working relationship with the Public Works Department and the village staff. As a small family business, we have to work hard to beat the large contractors (we do that by giving good service and personal attention to every one of our accounts). In regards to extending the current contract, I would like to request a small increase on our bucket truck and service truck, due to the higher cost of fuel. The revised price on the bucket truck will go from \$30.00 to \$35.00 and the service truck from \$5.00 to \$7.50. All other prices, lamps and labor, will remain the same. Original contract based on stated quantities was \$9,395.00. Revised would be \$9,670.00 for an increase of roughly 2.9%. Please advise if this is acceptable as I look forward to working for the village for another year.

**Rick Grant**

**Rag's Electric**

630-739-RAGS (7247) = Office  
630-327-6402 = Cell

-----Original Message-----

From: Tim Halik <[THalik@willowbrook.il.us](mailto:THalik@willowbrook.il.us)>  
To: 'ragselectric@aol.com' <[ragselectric@aol.com](mailto:ragselectric@aol.com)>  
Cc: Tony Witt <[twitt@willowbrook.il.us](mailto:twitt@willowbrook.il.us)>; Pamela Phillips <[pPhillips@willowbrook.il.us](mailto:pPhillips@willowbrook.il.us)>  
Sent: Mon, Mar 4, 2013 9:42 am  
Subject: Willowbrook Streetlight Maintenance Contract - FY 2013/14

Dear Rick –

As you know, last year the Village entered into a one-year contract with Rag's Electric to provide streetlight maintenance services. The contract expires on April 30, 2013. The Village is currently satisfied with the service you are providing and would be willing to extend the contract for another year depending on prices. If you are interested, please let me know.

Thank you, and please let me know if you have any questions.

**Tim Halik**

Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

630.920.2261 office  
630.920.2427 fax  
[thalik@willowbrook.il.us](mailto:thalik@willowbrook.il.us)



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

MONTHLY REPORT  
MUNICIPAL SERVICES DEPARTMENT  
Permits issued for the month of January, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Bathroom Remodel	1
Emergency Lighting	3
Fire Alarm	3
Foundation Stabilization	6
General Maintenance	1
Plan Review	2
Plumbing underground	1
Reoccupancy	1
Reroof	1
Temporary Sign	1
Tenant Buildout	2
Water Heater	1
<b>TOTAL</b>	<b>23</b>
Final Certificates of Occupancy	0
Temporary Certificates of Occupancy	0
Permit Revenue for January, 2013	\$ 27,201.63
Total Revenue Collected for Fiscal Year To Date	\$ 173,579.02
Total Budgeted for Fiscal Year 2013/14	\$ 110,000.00
Total Percentage of Budgeted Revenue Collected to Date	157.82

Respectfully submitted,

Timothy Halik  
Village Administrator



*"A Place of American History"*

## MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE

Fiscal Year 2012/13

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 33,083.60	\$ 6,549.78
JUNE	\$ 30,569.43	\$ 8,191.48
JULY	\$ 11,471.85	\$ 8,768.00
AUGUST	\$ 14,433.22	\$ 10,021.23
SEPTEMBER	\$ 28,145.41	\$ 17,856.26
OCTOBER	\$ 6,068.00	\$ 6,894.82
NOVEMBER	\$ 8,590.80	\$ 27,628.77
DECEMBER	\$ 14,215.08	\$ 31,826.92
JANUARY	\$ 27,201.63	\$ 7,928.37
FEBRUARY		\$ 7,921.96
MARCH		\$ 32,009.48
APRIL		\$ 18,983.96
COLLECTED REVENUE	\$ 173,579.02	\$ 224,041.52
BUDGETED REVENUE	\$ 110,000.00	\$ 103,500.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ (63,579.02)	\$ (120,541.52)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	157.8	216.47

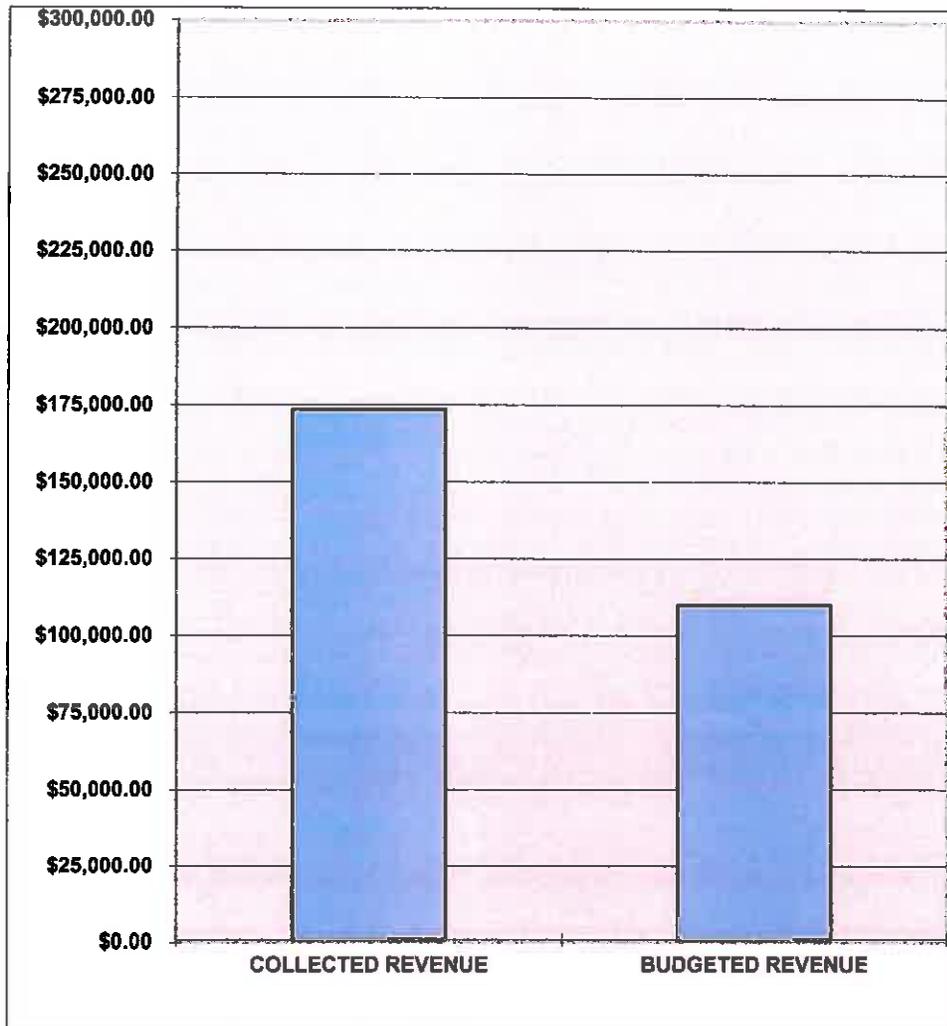
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 12/13	Fiscal Year 11/12
COLLECTED REVENUE	\$ 173,579.02	\$224,041.52
BUDGETED REVENUE	\$ 110,000.00	\$103,500.00

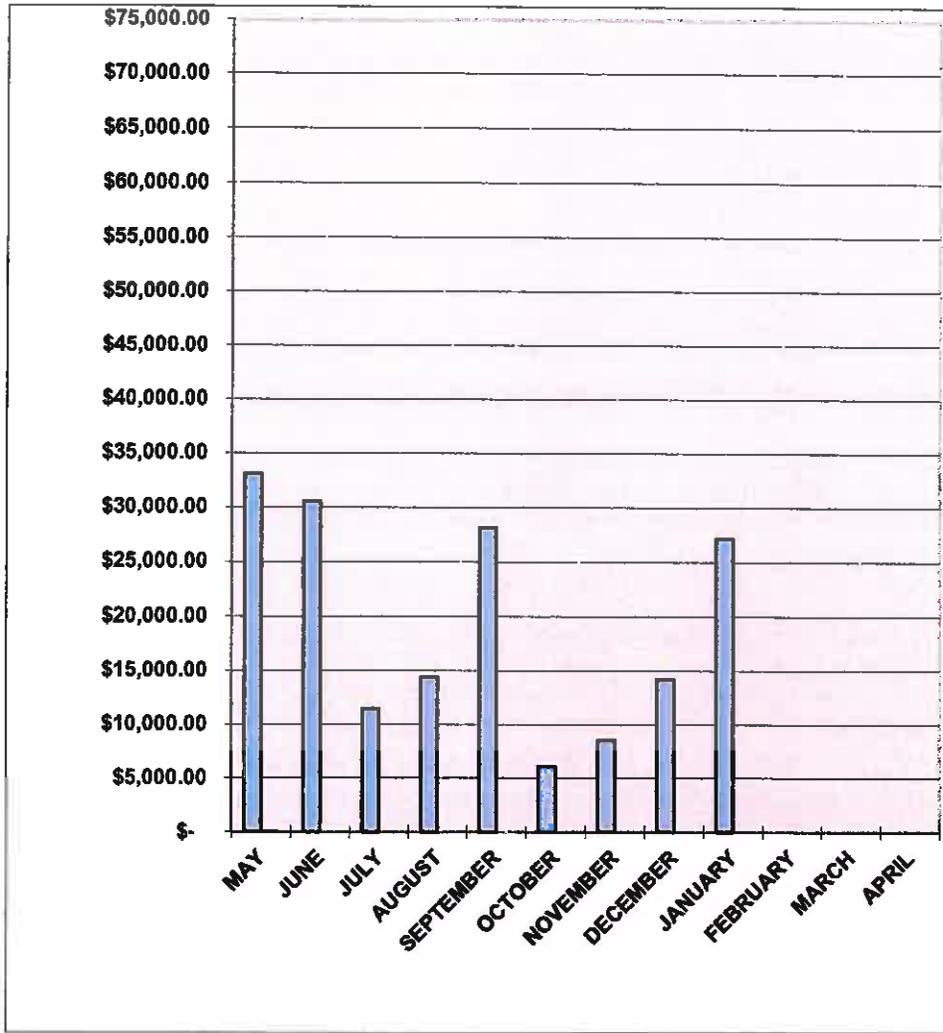
# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



## 2012

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
13-007	01/25/13	The Knolls	6135 Knoll Wood Rd	Bathroom Remodel		\$ 275.00	R	01/25/13	01/25/14
13-010	01/29/13	Knolls Condo	6175 Knollwood Road	Emergency Lighting		\$ 125.00	R	01/29/13	01/29/14
13-009	01/29/13	Knolls Condo	6181 Knollwood Road	Emergency Lighting		\$ 125.00	R	01/29/13	01/29/14
13-008	01/29/13	Knolls Condo	6176 Knollway Drive	Emergency Lighting		\$ 125.00	R	01/29/13	01/29/14
13-001	01/07/13	Stan Bouzoukis	7135 Kingery	Fire Alarm	Harlem Irving	\$ 100.00	C	01/07/13	01/07/14
13-002	01/14/13	Lake Hinsdale Village	501 Lake Hinsdale Dr.	Fire Alarm		\$ 50.00	R	01/14/13	01/04/14
13-011	01/29/13	Ascot Glen	96 Ascot Lane	Fire Alarm		\$ 50.00	R	01/25/13	01/25/14
12-398	01/03/13	Stanhope Square	6217 Canterbury Lane	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
12-399	01/03/13	Stanhope Square	6203 Lake Park Lane	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
12-401	01/03/13	Stanhope Square	145 Lake Park Lane	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
12-402	01/03/13	Stanhope Square	148 Stanhope Drive	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
12-403	01/03/13	Stanhope Square	147 Stanhope Drive	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
12-400	01/03/13	Stanhope Square	121 Lake Park Lane	Foundation Stabilization		\$ 250.00	R	01/03/13	01/03/14
13-003	01/25/13	Holiday Inn	7800 Kingery Highway	General Maintenance	Holiday Inn	\$ 200.00	C	01/25/13	01/25/14
	01/09/13	Willowbrook Center	500 Joliet Road	Plan Review	ETI Trade School	\$ 10,000.00	C	01/09/13	01/09/14
	01/09/13	Willowbrook Center	500 Joliet Road	Plan Review	Rath Rath & Johnson	\$ 6,000.00	C	01/09/13	01/09/14
12-393	01/07/13	Kevin Anetsberger	540 Executive	Plumbing underground	Manufacturing Facility	\$ 450.00	C	01/03/13	01/03/14
13-006	01/17/13	Midwest Tungsten	540 Executive Drive	Reoccupancy	Midwest Tungsten	\$ 200.00	C	01/17/13	01/17/14
12-405	01/07/13	Tapan Biswas	7601 Brookbank Road	Reroof		\$ 35.00	R	01/07/13	01/07/14
12-406	01/07/13	Mike Spizzirri	7611 Madison	Temporary Sign	Temporary Sign	\$ 50.00	C	01/07/13	01/07/14
12-392	01/07/13	Ali Omar	6300 Kingery	Tenant Buildout	Mathnasium	\$ 2,678.33	C	01/07/13	01/07/14
13-011	01/30/13	Tengsten	540 Executive	Tenant Buildout	Tungsten	\$ 5,293.30	C	01/29/13	01/29/14
13-014	01/31/13	Sylvia Mendoza	409 Waterford Drive	Water Heater		\$ 50.00	R	01/31/13	01/31/14

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	0.00	69,030.11	68,247.00	101.15	-783.11
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	107.00	93,857.35	91,638.00	102.42	-2,219.35
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	107.00	162,887.46	159,885.00	101.88	-3,002.46
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	282,374.31	2,716,065.19	3,493,374.00	77.75	777,308.81
01-310-202	ILLINOIS INCOME TAX	71,004.60	652,459.80	646,306.00	100.95	-6,153.80
01-310-203	AMUSEMENT TAX	10,232.77	52,543.83	42,083.00	124.86	-10,460.83
01-310-204	REPLACEMENT TAX	198.99	957.24	1,533.00	62.44	575.76
01-310-205	UTILITY TAX	95,118.85	854,419.09	1,163,633.00	73.43	309,213.91
01-310-207	TELECOMMUNICATION LEASE	0.00	31,183.92	29,699.00	105.00	-1,484.92
01-310-208	PLACES OF EATING TAX	43,448.93	355,508.46	450,581.00	78.90	95,072.54
01-310-209	WATER TAX	6,903.40	92,379.86	115,912.00	79.70	23,532.14
01-310-210	WATER TAX - CLARENDON WATER CO	263.99	736.55	700.00	105.22	-36.55
*TOTAL	Other Taxes	509,545.84	4,756,253.94	5,943,821.00	80.02	1,187,567.06
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	0.00	68,000.00	51,500.00	132.04	-16,500.00
01-310-303	BUSINESS LICENSES	2,916.00	67,965.00	40,770.00	166.70	-27,195.00
01-310-305	VENDING MACHINE	-45.00	1,000.00	2,000.00	50.00	1,000.00
01-310-306	SCAVENGER LICENSES	0.00	6,000.00	1,000.00	600.00	-5,000.00
*TOTAL	Licenses	2,871.00	142,965.00	95,270.00	150.06	-47,695.00
<u>Permits</u>						
01-310-401	BUILDING PERMITS	27,201.63	173,579.02	110,000.00	157.80	-63,579.02
01-310-402	SIGN PERMITS	0.00	3,737.17	3,000.00	124.57	-737.17
01-310-403	OTHER PERMITS	0.00	222.00	600.00	37.00	378.00
*TOTAL	Permits	27,201.63	177,538.19	113,600.00	156.28	-63,938.19
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	16,627.79	90,223.34	130,000.00	69.40	39,776.66
01-310-502	TRAFFIC FINES	4,031.83	18,967.82	30,000.00	63.23	11,032.18
01-310-503	RED LIGHT FINES	41,395.00	425,153.00	540,000.00	78.73	114,847.00
*TOTAL	Fines	62,054.62	534,344.16	700,000.00	76.33	165,655.84



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

MONTHLY REPORT  
MUNICIPAL SERVICES DEPARTMENT  
Permits issued for the month of February, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Alarm System	1
Bath remodel	1
Demo Interior	1
Fire Alarm	1
Fire Sprinkler	2
Kitchen Remodel	1
Meter Box Replace	1
Mop Sink	1
Patio	1
Plan Review	2
Reoccupancy	3
Sign	1
Tenant Expansion	1
Vehicle Impact	1
<b>TOTAL</b>	<b>19</b>
Final Certificates of Occupancy	1
Temporary Certificates of Occupancy	0
Permit Revenue for February 2013	\$ 7,918.08
Total Revenue Collected for Fiscal Year To Date	\$ 181,497.20
Total Budgeted for Fiscal Year 2012/13	\$ 110,000.00
Total Percentage of Budgeted Revenue Collected to Date	165.00

Respectfully submitted,

Timothy Halik  
Village Administrator



*"A Place of American History"*

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2012/13

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 33,083.60	\$ 6,549.78
JUNE	\$ 30,569.43	\$ 8,191.48
JULY	\$ 11,471.85	\$ 8,768.00
AUGUST	\$ 14,433.22	\$ 10,021.23
SEPTEMBER	\$ 28,145.41	\$ 17,856.26
OCTOBER	\$ 6,068.00	\$ 6,894.82
NOVEMBER	\$ 8,590.80	\$ 27,628.77
DECEMBER	\$ 14,215.08	\$ 31,826.92
JANUARY	\$ 27,201.63	\$ 7,928.37
FEBRUARY	\$ 7,918.18	\$ 7,921.96
MARCH		\$ 32,009.48
APRIL		\$ 18,983.96
COLLECTED REVENUE	\$ 181,497.20	\$ 224,041.52
BUDGETED REVENUE	\$ 110,000.00	\$ 103,500.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ (71,497.20)	\$ (120,541.52)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	165	216.47

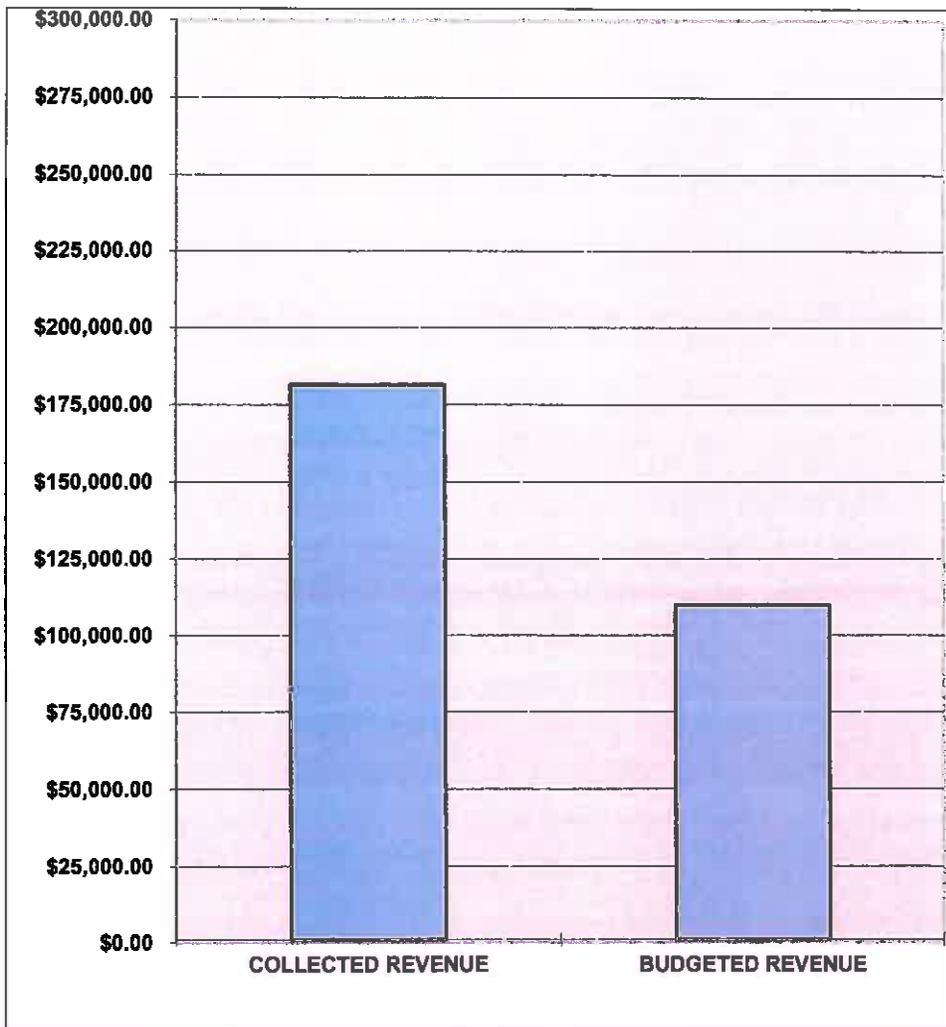
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 12/13	Fiscal Year 11/12
COLLECTED REVENUE	\$ 181,497.20	\$224,041.52
BUDGETED REVENUE	\$ 110,000.00	\$103,500.00

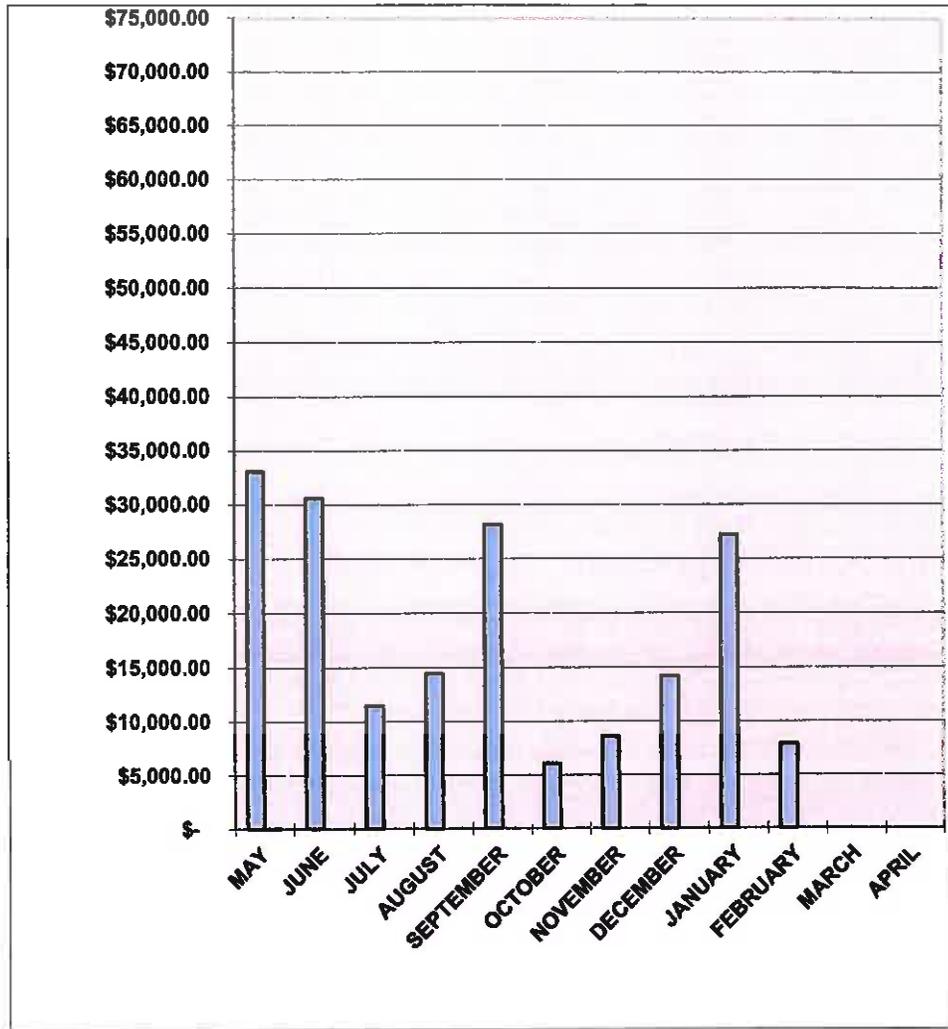
# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



# 2012-13

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
13-018	02/11/13	Tahir-Goel	535 Ridgemoor Drive	Alarm		\$ 50.00	R	02/11/13	02/11/14
13-024	02/18/13	Lake Hinsdale	501 Lake Hinsdale	Bath remodel		\$ 375.00	R	02/15/13	02/15/14
13-025	02/19/13	Ill. Prop. Solutions	500 Joliet Road	Demo Interior	Ill. Prop. Solutions	\$ 500.00	C	02/21/13	02/21/14
13-013	02/07/13	John Stoetzel	500 Joliet Road	Detention Pond	Willowbrook Office Pk	\$ 800.00	C	02/07/13	02/07/14
13-019	02/15/13	Korman Lederer	7825-7827 Quincy	Fire Alarm	Korman Lederer	\$ 100.00	C	02/15/13	02/15/14
13-031	02/28/13	Willowbrook Office	625 Plainfield Road	Fire Sprinkler	Willowbrook Office Pl	\$ 100.00	C	02/28/13	02/28/13
13-030	02/28/13	Willowbrook Office	621 Plainfield Road	Fire Sprinkler	Willowbrook Office Pl	\$ 100.00	C	02/28/13	02/28/13
13-022	02/15/13	Brian Liedtke	72 75th Place	Kitchen Remodel		\$ 350.00	R	02/15/13	02/15/14
13-016	02/18/13	Michael Sanville	106 W. 79th Street	Meter Box Replace		\$ 125.00	R	02/15/13	02/15/14
13-003	02/28/13	Norma Balleza	7800 Kingery Highway	Mop Sink	Holiday Inn	\$ 200.00	C	02/28/13	02/28/14
13-027	02/28/13	Iris Schrey	15 Portwine Drive	Patio		\$ 75.00	R	02/28/13	02/28/14
	02/21/13	Target	7601 Kingery Hwy	Plan Review	Target	\$ 1,000.00	C	02/21/13	02/21/14
	02/28/13	The Plastics Group	7409 Quincy	Plan Review	The Plastics Group	\$ 2,000.00	C	02/28/13	02/28/14
13-021	02/12/13	Cathie Fitzgibbons	625 Plainfield Road	Reoccupancy	Willowbrook Office Pl	\$ 200.00	C	02/12/13	02/12/14
13-017	02/18/13	Willowbrook Office	618 Executive Drive	Reoccupancy	Willowbrook Office Pk	\$ 125.00	C	02/18/13	02/18/14
13-026	02/21/13	Austin Highland	7000 Adams	Reoccupancy	Austin Highland	\$ 200.00	C	02/21/13	02/21/14
13-015	02/07/13	Edward Reagon	641 Plainfield Road	Sign	Giordano	\$ 499.38	C	02/07/13	02/07/14
13-020	02/19/13	Willowbrook Office	625 Plainfield Road	Tenant expansion	Absolute Accounting	\$ 1,218.80	C	02/21/13	02/21/14
13-029	02/25/13	Denny's	7737 Kingery Highway	Vehicle Impact	Denny's	\$ 100.00	C	02/25/13	02/25/14

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33  
 RUN: 03/01/13 10:16AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	0.00	69,030.11	68,247.00	101.15	-783.11
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	0.00	93,857.35	91,638.00	102.42	-2,219.35
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	0.00	162,887.46	159,885.00	101.88	-3,002.46
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	306,324.91	3,022,390.10	3,493,374.00	86.52	470,983.90
01-310-202	ILLINOIS INCOME TAX	53,651.52	706,111.32	646,306.00	109.25	-59,805.32
01-310-203	AMUSEMENT TAX	7,464.25	60,008.08	42,083.00	142.59	-17,925.08
01-310-204	REPLACEMENT TAX	0.00	957.24	1,533.00	62.44	575.76
01-310-205	UTILITY TAX	106,311.73	960,730.82	1,163,633.00	82.56	202,902.18
01-310-207	TELECOMMUNICATION LEASE	0.00	31,183.92	29,699.00	105.00	-1,484.92
01-310-208	PLACES OF EATING TAX	35,858.52	391,366.98	450,581.00	86.86	59,214.02
01-310-209	WATER TAX	8,309.03	100,688.89	115,912.00	86.87	15,223.11
01-310-210	WATER TAX - CLARENDON WATER CO	0.00	736.55	700.00	105.22	-36.55
*TOTAL	Other Taxes	517,919.96	5,274,173.90	5,943,821.00	88.73	669,647.10
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	0.00	68,000.00	51,500.00	132.04	-16,500.00
01-310-303	BUSINESS LICENSES	2,450.76	70,415.76	40,770.00	172.71	-29,645.76
01-310-305	VENDING MACHINE	-155.00	845.00	2,000.00	42.25	1,155.00
01-310-306	SCAVENGER LICENSES	0.00	6,000.00	1,000.00	600.00	-5,000.00
*TOTAL	Licenses	2,295.76	145,260.76	95,270.00	152.47	-49,990.76
<u>Permits</u>						
01-310-401	BUILDING PERMITS	7,918.18	181,497.20	110,000.00	165.00	-71,497.20
01-310-402	SIGN PERMITS	0.00	3,737.17	3,000.00	124.57	-737.17
01-310-403	OTHER PERMITS	72.00	294.00	600.00	49.00	306.00
*TOTAL	Permits	7,990.18	185,528.37	113,600.00	163.32	-71,928.37
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	8,601.44	98,824.78	130,000.00	76.02	31,175.22
01-310-502	TRAFFIC FINES	1,910.00	20,877.82	30,000.00	69.59	9,122.18
01-310-503	RED LIGHT FINES	25,220.00	450,373.00	540,000.00	83.40	89,627.00
*TOTAL	Fines	35,731.44	570,075.60	700,000.00	81.44	129,924.40

VILLAGE OF WILLOWBROOK - PUMPAGE REPORT  
 TOTAL GALLONS PUMPED  
 FY 02/03 - FY 12/13

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000	34,220,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000	44,635,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000	49,498,000
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000	40,272,000
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000	33,657,000
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000	30,283,000
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000	27,535,000
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000	27,863,000
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000	28,427,000
February	27,216,000	28,755,000	26,768,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000	24,308,000
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000	
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000	
<b>TOTAL</b>	<b>417,366,000</b>	<b>395,115,000</b>	<b>406,581,000</b>	<b>441,564,000</b>	<b>405,464,000</b>	<b>424,902,000</b>	<b>385,043,000</b>	<b>366,648,000</b>	<b>374,378,000</b>	<b>376,913,000</b>	<b>340,698,000</b>

YEAR TO DATE LAST YEAR (gallons): 313,782,000  
 YEAR TO DATE THIS YEAR (gallons): 340,698,000  
 DIFFERENCE (gallons): 26,916,000

PERCENTAGE DIFFERENCE (+/-): 8.58%

FY11/12 PUMPAGE PROJECTION (gallons): 390,000,000  
 FY11/12 GALLONS PUMPED TO DATE: 340,698,000

CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION: 87.36%

All table figures are in millions of gallons sold on a monthly basis per fiscal year.

# Village of Willowbrook Pumpage Report

