

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 22, 2013, AT 6:30 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. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - April 8, 2013 (APPROVE)
 - c. Minutes - Executive Session - March 18, 2013 and March 25, 2013 (APPROVE)
 - d. Warrants - \$245,217.63 (APPROVE)
 - e. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 6, Section 6-8-3 - Water System, Rates (PASS)
 - f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 1, Section 1-4-1 - General Penalty (PASS)
 - g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for the 2013 Spring Brush Collection Program - Mario's Tree Service (ADOPT)
 - h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute A Certain Contract - Landscape Fertilization Services - TruGreen LP (ADOPT)
 - i. Plan Commission Recommendation - Special Use for a Commercial School (Top Driver Driving School), 313 75th Street, Willow Commons Shopping Center (RECEIVE)
 - j. Proclamation - A Proclamation Honoring William Joseph Trefelner for his Accomplishments (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT No. 12-25, AS APPROVED IN ORDINANCE No. 12-0-25, WHICH WAS AN AMENDMENT TO SPECIAL USE PERMIT 88-23, AS APPROVED IN ORDINANCE No. 88-0-23 AND AMENDED IN ORDINANCE No. 88-0-46 AND ORDINANCE No. 88-0-17: AUTHORIZING A MINOR CHANGE TO A PUD TO REVISE CERTAIN CONDITIONS OUTLINED IN ORDINANCE No. 12-0-25 - 500 Joliet Road (Willowbrook Centre PUD)
8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 4 CHAPTER 2 SECTION 4-2-21(B)(29) - GENERAL
9. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. - RED-LIGHT CAMERA ENFORCEMENT SYSTEM
10. MOTION - A MOTION TO APPROVE THE FISCAL YEAR 2013/14 BUDGET
11. DISCUSSION - PROPOSED AMENDMENTS TO SECTION 3-13-7 OF THE WILLOWBROOK MUNICIPAL CODE REGULATING SOLICITATION ON PRIVATE PROPERTY

PRIOR BUSINESS

12. COMMITTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 8, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Mayor Robert Napoli, Clerk Leroy Hansen, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Frank Trilla.

ABSENT: Trustee Dennis Baker

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Napoli asked Trustee Kelly to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - March 18, 2013 (APPROVE)
- c. Minutes - Regular Board Meeting - March 25, 2013 (APPROVE)
- d. Minutes - Executive Session - March 11, 2013 (APPROVE)
- e. Warrants - \$113,630.44 (APPROVE)
- f. Monthly Financial Report - March 31, 2013 (APPROVE)
- g. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Streetlight Maintenance Services - Between the Village of Willowbrook and Rag's Electric - Resolution No. 13-R-19 (ADOPT)

- h. Resolution - A Resolution Approving a Plat of Easement - 527 Ridgemoor Drive - Resolution No. 13-R-20 (ADOPT)
- i. Proclamation - A Proclamation Recognizing the Week of May 5 through May 11, 2013 as Municipal Clerks Week in the Village of Willowbrook (APPROVE)
- j. Proclamation - A Proclamation Declaring May 18, 2013 as DuPage River Sweep Day Throughout DuPage County (APPROVE)

Mayor Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

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

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

NEW BUSINESS

6. MOTION - A MOTION TO APPROVE A SOCCER GOAL SAFETY AND EDUCATION POLICY

Administrator Halik advised that the State of Illinois passed a law in August of 2011 that requires all movable soccer goals to be tip-resistant and requires that owners of soccer goals create a safety and education policy. This policy was drafted by the Village's risk manager, IRMA, and was unanimously approved by the Parks and Recreation Commission.

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to approve the Soccer Goal Safety and Education Policy as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, CHAPTER 13 OF THE WILLOWBROOK MUNICIPAL CODE ENTITLED "SOLICITORS" BY ADDING PROVISIONS THERETO REGULATING AGGRESSIVE SOLICITATION

Attorney Hennessy advised that this ordinance is designed to deal with some individuals that are issued a solicitation permit and intimidate citizens to obtain donations. This ordinance also addresses solicitors approaching citizens at ATM machines.

Trustee Kelly questioned the ordinance section involving signage. He stated that there are "no solicitation" signs posted on the multi-family buildings in the development where he lives, but no signage at the entrances of the complex. Trustee Kelly requested that provisions be broadened to allow additional signage. Attorney Hennessy advised that he will add verbiage to Section 3-13-7 of the Ordinance.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance No. 13-0-09 as amended.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

8. DISCUSSION - PROPOSED FY 2013/14 BUDGET

Administrator Halik stated that this discussion is a continuation of the proposed budget review as it pertains to the local water rate. Since 2010, the DuPage Water Commission has raised its rates that they charge the Village four times for an increase of approximately 77%. During this same time, the Village has raised its rates to residents twice for an increase of 40%. The DuPage Water Commission will again raise rates in 2014 and 2015, for an additional 35% increase.

The Village has tried to reduce the impact to residents with these increases; however, the Village Water Fund cannot continue to subsidize the cost of water. The Fund is below the current target of 90 operating days and several large water-related projects will need to be completed in the near future.

Administrator Halik advised that a 14% increase is needed at this time merely to pass on the current increase. This increase amount would not stop the draw down on reserves. Different rate increase scenarios were researched. A 25% increase, effective May 1, 2013, will enable the Village to build a sufficient

balance to fund water infrastructure projects and maintain the operating day target reserves.

Trustee Mistele stated that information needs to be sent to residents to explain why these increases are necessary.

The consensus of the Board was to approve a 25% increase to water rates effective May 1, 2013.

9. PRESENTATION - POLICE DEPARTMENT 2012 ANNUAL REPORT

Chief Shelton gave a brief summary of the Willowbrook Police Department's 2012 Annual Report. Chief Shelton extended his sincere appreciation to the Board for their continued support.

Mayor Napoli received the report on behalf of the Board.

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla stated that he had attended the Police Department Seniors Bingo event on March 22nd and was extremely proud of the department and Chief Shelton.

11. ATTORNEY'S REPORT

Attorney Hennessy stated that his son is serving in Afghanistan and has received a battlefield flag from him signed by the commanding officer. This flag will be framed and be dedicated to the Village.

12. CLERK'S REPORT

Clerk Hansen wanted to remind everyone to vote on Tuesday.

13. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

14. MAYOR'S REPORT

Mayor Napoli had no report.

15. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act
- b. Consideration of the Purchase or Lease of Real Property for the Use of the Village Pursuant to 5 ILCS 120/2(c)(5)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to recess into Executive Session at the hour of 7:02 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:16 p.m.

MOTION DECLARED CARRIED

16. ADJOURNMENT

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele, to adjourn the Regular Meeting at the hour of 7:18 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

Page 6
Village Board Minutes
April 8, 2013

PRESENTED, READ and APPROVED.

April 22, 2013.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

April 22, 2013

GENERAL CORPORATE FUND	-----	\$133,181.50
WATER FUND	-----	102,993.50
HOTEL/MOTEL TAX FUND	-----	9,042.63
TOTAL WARRANTS	-----	\$245,217.63



Tim Halik, Village Administrator

APPROVED:

Robert A. Napoli, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 04/17/13

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 1

RUN TIME: 11:25AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	04/23 CK# 81835	\$1,894.62
D7088/APR 13 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	410.86
D7088/APR 13 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,483.76
AL WARREN OIL CO (2205)	04/23 CK# 81766	\$4,121.13
I0775700 GASOLINE INVENTORY 01-190-126	01-190-126	4,121.13
ASHTON PLACE (133)	04/23 CK# 81767	\$850.00
SWAC MTG MARCH COMMODITIES 01-482-331	01-30-670-331	850.00
AZAVAR AUDIT SOLUTIONS INC (158)	04/23 CK# 81768	\$500.76
9385/APR 13 UTILITY TAX 01-310-205	01-310-205	500.76
CAR REFLECTIONS (296)	04/23 CK# 81769	\$1,100.00
013167 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,100.00
CASE LOTS INC (300)	04/23 CK# 81770	\$676.88
47746 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	676.88
CHRISTOPHER B. BURKE (333)	04/23 CK# 81771	\$9,898.18
110181 REIMB.	01-40-820-259	110.00
110182 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	330.00
110183 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	660.00
110184 REIMB.	01-40-820-259	254.50
110185 REIMB.	01-40-820-259	220.00
110186 FEES - ENGINEERING 01-555-245	01-40-820-245	110.00
110187 FEES- ENGINEERING 01-15-520-245	01-15-520-245	719.00
110189 REIMB.	01-40-820-259	694.50
110219 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	6,800.18
COLLEGE OF DUPAGE (364)	04/23 CK# 81772	\$2,984.00
BA 1304-TRAINOR SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	2,984.00
COMMONWEALTH EDISON (370)	04/23 CK# 81773	\$535.08
0423085170APR13 RED LIGHT - COM ED	01-30-630-248	61.06
0791026027APR13 RED LIGHT - COM ED	01-30-630-248	45.31
1024813000APR13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	12.64
4403140110APR13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	73.85
6863089003APR13 RED LIGHT - COM ED	01-30-630-248	64.58
7432089030APR13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	277.64
COMPLIANCE POSTER COMPANY (368)	04/23 CK# 81774	\$38.35
448930 OFFICE SUPPLIES 01-420-301	01-10-455-301	38.35
DANDY AMUSEMENTS (259)	04/23 CK# 81776	\$50.00
OVERPAYMENT VENDING MACHINE 01-310-305	01-310-305	50.00
DECISION SYSTEMS COMPANY (454)	04/23 CK# 81777	\$175.00
201343 UC40RJT E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	175.00
DISCOVERY BENEFITS SIMPLIFY (2534)	04/23 CK# 81778	\$75.00
379563 EMP DED PAY - FSA FEE 01-210-221	01-210-221	52.80
379563 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	22.20
CHRISTOPHER M. DRAKE (489)	04/23 CK# 81779	\$22.72
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	22.72
DUPAGE COUNTY TREASURER (497)	04/23 CK# 81780	\$250.00
1758/MAR 13 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE CNTY CHIEFS OF POL.ASSN. (504)	04/23 CK# 81782	\$125.00
4/25/13 MTG SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	125.00

VILLAGE OF WILLOWBROOK

RUN DATE: 04/17/13

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 2

RUN TIME: 11:25AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE COUNTY CLERK (509)	04/23 CK# 81783	\$10.00
DRAKE #517 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	10.00
DUPAGE COUNTY RECORDER (518)	04/23 CK# 81784	\$154.00
201304120444 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	61.00
20134120445 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	93.00
GADDIS DAVID (652)	04/23 CK# 81787	\$72.00
13 UNFRMS UNIFORMS 01-451-345	01-30-630-345	72.00
JOHN J. HANDZIK (750)	04/23 CK# 81788	\$6.44
13 UNFRMS UNIFORMS 01-451-345	01-30-630-345	6.44
HOME DEPOT COMMERCIAL (808)	04/23 CK# 81789	\$383.43
1021548 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	30.85
1021550 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	77.41
2023965 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	74.80
3023834 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	81.91
3032773 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	35.89
4022384 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	55.21
6025023 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	27.36
HR SIMPLIFIED (744)	04/23 CK# 81790	\$25.00
35263 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	25.00
I.M.R.F. PENSION FUND (917)	04/23 CK# 81791	\$2,695.83
APRIL 13 SLEP PENSION 01-10-455-155	01-30-630-156	2,695.83
ILLINOIS PAPER COMPANY (898)	04/23 CK# 81792	\$554.19
5621 OFFICE SUPPLIES 01-420-301	01-10-455-301	554.19
INTELLIGENT SOLUTIONS (2531)	04/23 CK# 81793	\$22,500.00
13-252 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	22,500.00
KING CAR WASH (1057)	04/23 CK# 81794	\$120.00
60/MAR 13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	120.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	04/23 CK# 81795	\$730.52
224253018 COPY SERVICE 01-451-315	01-30-630-315	178.88
224286085 COPY SERVICE 01-420-315	01-10-455-315	551.64
LASERCRAFT INC (2300)	04/23 CK# 81796	\$23,832.50
12058/MAR13 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
12059/MAR 13 RED LIGHT - MISC FEE	01-30-630-249	1,357.50
LEXIS (21)	04/23 CK# 81797	\$130.25
1009686/MAR13 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	130.25
LIFE-LINE TRAINING LTD (2532)	04/23 CK# 81798	\$199.00
6655 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	199.00
LOGSDON OFFICE SUPPLY (2452)	04/23 CK# 81799	\$341.58
438779I OFFICE SUPPLIES 01-420-301	01-10-455-301	315.15
438779I OFFICE SUPPLIES 01-25-610-301	01-25-610-301	26.43
LONG MARK (1165)	04/23 CK# 81800	\$290.99
13 UNFRMS UNIFORMS 01-451-345	01-30-630-345	290.99
O'HARA TRUE VALUE HOME AND HARDWARE (2481)	04/23 CK# 81801	\$10.99
A263777 ROAD SIGNS 01-540-333	01-35-755-333	10.99
OCCUPATIONAL HEALTH CENTERS (2413)	04/23 CK# 81802	\$94.50
1007351746 WELLNESS 01-440-276	01-10-480-276	94.50

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 3

RUN DATE: 04/17/13

RUN TIME: 11:25AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ORKIN EXTERMINATING (1439) D2604360 APR13 MAINTENANCE - BUILDING 01-405-228	04/23 CK# 81803 01-10-466-228	\$74.76 74.76
PETTY CASH C/O TIM HALIK (1492) 4/15/13 SCHOOLS-CONFERENCE TRAVEL 01-420-304 4/15/13 FEES DUES SUBSCRIPTIONS 01-15-510-307	04/23 CK# 81805 01-10-455-304 01-15-510-307	\$17.80 15.80 2.00
PUBLIC SAFETY DIRECT INC (2309) 23954 MAINTENANCE - VEHICLES 01-451-409	04/23 CK# 81806 01-30-630-409	\$121.00 121.00
RATHS, RATHS & JOHNSON, INC. (1591) 13023303 PLAN REVIEW - STRUCTURAL 01-555-255	04/23 CK# 81807 01-40-820-255	\$913.50 913.50
RAY O'HERRON CO., INC. (1594) 1309429 AMMUNITION 01-451-346 1309671 UNIFORMS 01-451-345	04/23 CK# 81808 01-30-630-346 01-30-630-345	\$3,194.89 1,840.00 1,354.89
LORI RINELLA (2204) 13 UNFRMS UNIFORMS 01-451-345	04/23 CK# 81809 01-30-630-345	\$64.98 64.98
RON SNEED (1735) OVERPYMNT SUMMER RECREATION FEES 01-310-815	04/23 CK# 81810 01-310-815	\$45.00 45.00
SAM SCHWARTZ ENGINEERING PLLC (2383) 59407 PLAN REVIEW - TRAFFIC CONSULTANT	04/23 CK# 81811 01-15-520-258	\$756.00 756.00
SCHWAAB, INC. (1672) C94260 OFFICE SUPPLIES 01-420-301	04/23 CK# 81812 01-10-455-301	\$45.49 45.49
SERVICE SANITATION INC (1697) 6720721 RENT - EQUIPMENT 01-615-234 6720723 RENT - EQUIPMENT 01-615-234	04/23 CK# 81813 01-20-570-234 01-20-570-234	\$175.93 122.50 53.43
JOHN SKIBA (1728) 13 UNIFRMS UNIFORMS 01-451-345	04/23 CK# 81814 01-30-630-345	\$134.17 134.17
SPORTSFIELD, INC. (1764) 213126 PARK LANDSCAPE SUPPLIES 01-610-341	04/23 CK# 81815 01-20-565-341	\$4,305.00 4,305.00
SPRING-GREEN (1755) 4462855 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462857 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462858 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462859 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462860 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462861 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462862 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462863 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462864 LANDSCAPE - VILLAGE HALL 01-405-293 4462865 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4462867 ROUTE 83 BEAUTIFICATION 01-540-281 4462868 LANDSCAPE MAINTENANCE SERVICES 01-610-342 4465619 MAINTENANCE - PW BUILDING	04/23 CK# 81816 01-20-565-342 01-20-565-342 01-20-565-342 01-20-565-342 01-20-565-342 01-20-565-342 01-20-565-342 01-20-565-342 01-10-466-293 01-20-565-342 01-35-755-281 01-20-565-342 01-35-725-418	\$3,999.29 253.75 169.20 56.39 287.60 169.10 118.45 496.20 225.55 16.95 242.50 1,764.00 84.60 115.00
SUBURBAN LIFE PUBLICATIONS (1805) 10074604 PRINTING & PUBLISH 01-420-302 10074604 PRINTING & PUBLISHING 01-15-510-302 10074604 PRINTING & PUBLISHING 01-451-302 10074604 PRINTING & PUBLISHING 01-501-302	04/23 CK# 81817 01-10-455-302 01-15-510-302 01-30-630-302 01-35-710-302	\$450.96 89.20 200.80 48.28 112.68
T.P.I. (1886) 6500/MAR 13 REIMB.	04/23 CK# 81818 01-40-820-258	\$6,645.34 4,419.34

VILLAGE OF WILLOWBROOK

RUN DATE: 04/17/13

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 4

RUN TIME: 11:25AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
6500/MAR 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,596.00
6500/MAR 13 RIEMB.	01-40-830-115	630.00
TAMELING INDUSTRIES (1844)	04/23 CK# 81819	\$285.55
84938 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	285.55
TOM & JERRY'S SHELL SERVICES (1883)	04/23 CK# 81820	\$3,905.87
47661 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	651.97
47677 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	334.03
47679 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	86.00
47681 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	66.25
47706 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	982.34
47710 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	498.20
47715 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	372.05
47753 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	111.62
47760 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
47768 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	271.07
47772 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	59.16
47883 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	427.33
DYLAN TRAINOR (2533)	04/23 CK# 81821	\$179.68
TRNG REQRUMNTS UNIFORMS 01-451-345	01-30-630-345	179.68
TREE TOWNS (1894)	04/23 CK# 81822	\$27.00
189703 PRINTING & PUBLISH 01-420-302	01-10-455-302	27.00
TRITON ELECTRONICS INC (2374)	04/23 CK# 81823	\$385.00
7099 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	385.00
TWIN SUPPLIES LTD (2515)	04/23 CK# 81824	\$24,833.42
10306 REIMB. - BY GRANT	01-10-466-228	3,049.73
10306-2 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	21,783.69
U.S. MARSHAL (2535)	04/23 CK# 81825	\$3,251.09
12DEA568508 DRUG FORFEIT - DEA 01-280-116	01-280-116	3,251.09
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971)	04/23 CK# 81826	\$90.00
463474/MAR 13 FEES - LABOR COUNSEL 01-425-242	01-10-470-242	90.00
VERIZON WIRELESS (1972)	04/23 CK# 81827	\$591.71
9702513713/MR13 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	33.86
9702513713/MR13 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.30
9702513713/MR13 PHONE - TELEPHONES 01-451-201	01-30-630-201	317.95
9702513713/MR13 TELEPHONES 01-501-201	01-35-710-201	118.43
9702513713/MR13 TELEPHONES 01-551-201	01-40-810-201	98.17
WAREHOUSE DIRECT (2002)	04/23 CK# 81828	\$103.87
1903706-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	24.58
1903706-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	79.29
WBK ASSOCIATES LTD (2527)	04/23 CK# 81829	\$591.00
12751 FEES - ENGINEERING 01-505-245	01-35-720-245	591.00
WEST CENTRAL MUNICIPAL CONF. (2027)	04/23 CK# 81830	\$916.86
7567 WELLNESS 01-440-276	01-10-480-276	916.86
WESTFIELD FORD (2028)	04/23 CK# 81831	\$44.40
350084 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	44.40
WILD GOOSE CHASE INC (2047)	04/23 CK# 81832	\$1,050.00
18970 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,050.00

VILLAGE OF WILLOWBROOK

RUN DATE: 04/17/13

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 5

RUN TIME: 11:25AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK FORD INC. (2056)	04/23 CK# 81833	\$300.00
8014987/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	300.00
WLBK BURR RIDGE CHAMBER OF COM (2053)	04/23 CK# 81834	\$234.00
4/24/13 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	234.00
TOTAL GENERAL CORPORATE FUND		\$133,181.50

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 6

RUN DATE: 04/17/13

RUN TIME: 11:25AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370) 5071072051APR13 ENERGY - ELECTRIC PUMP 02-420-206	04/23 CK# 81773 02-50-420-206	\$1,127.79 1,127.79
CORRPRO COMPANIES, INC (393) 166102 W H R&M - L.H.V. 02-425-473 166102 W H R&M - WILLOWBROOK EXECUTIVE PLA	04/23 CK# 81775 02-50-425-473 02-50-425-474	\$2,470.00 1,235.00 1,235.00
DUPAGE WATER COMMISSION (521) 9989/MARCH 13 PURCHASE OF WATER 02-420-575	04/23 CK# 81785 02-50-420-575	\$98,437.67 98,437.67
EAST JORDAN IRON WORKS, INC. (540) 3580992 WATER DISTRIBUTION REPAIR-MAINTENAN	04/23 CK# 81786 02-50-430-277	\$256.26 256.26
HOME DEPOT COMMERCIAL (808) 1021546 MAINTENANCE - METER EQUIPMENT 02-435-463	04/23 CK# 81789 02-50-435-463	\$93.30 93.30
PDC LABORATORIES INC (1477) 737155S SAMPLING ANALYSIS 02-420-362	04/23 CK# 81804 02-50-420-362	\$300.00 300.00
SPRING-GREEN (1755) 2214517 LANDSCAPING-STANDPIPE 02-420-297	04/23 CK# 81816 02-50-420-297	\$190.05 190.05
VERIZON WIRELESS (1972) 9702513713/MR13 PHONE - TELEPHONES 02-401-201	04/23 CK# 81827 02-50-401-201	\$118.43 118.43
TOTAL WATER FUND		\$102,993.50

VILLAGE OF WILLOWBROOK

RUN DATE: 04/17/13

BILLS PAID REPORT FOR APRIL, 2013

PAGE: 7

RUN TIME: 11:25AM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	04/23 CK# 81781	\$9,042.63
1488 ADVERTISING 03-435-317	03-53-435-317	9,042.63
TOTAL HOTEL/MOTEL TAX FUND		\$9,042.63

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2013

RUN DATE: 04/17/13

SUMMARY ALL FUNDS

RUN TIME: 11:25AM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	133,181.50	*
02-110-105	WATER FUND-CHECKING 0010330283	102,993.50	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	9,042.63	*
TOTAL ALL FUNDS		245,217.63	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK – TITLE 6, SECTION 6-8-3 – WATER SYSTEM, RATES

AGENDA NO.

5c

AGENDA DATE: 4/22/13

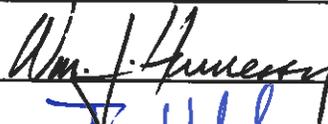
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES on April 8, 2013 NO N/A

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

On January 1, 2013 the DuPage Water Commission (DWC) imposed a 20% increase in the cost of water charged to DuPage County municipalities. The DWC rate increase became necessary partly due to the City of Chicago's rate increase of 15%, which also went into effect on January 1, 2013, and other financial considerations of the DWC. Since 2010, the DWC has increased its rates four (4) times for a total increase of 77%. During the same period of time, the Village has raised its local water rate twice for a total increase of 40% and implemented a 6% discount program for minimum water users. The DWC will further raise rates on January 1st of 2014 and 2015.

During the Joint Committee Budget Review meeting on February 13th and the Board Budget Workshop on March 18th, staff presented a 5-year projection of the Village's Water Fund. The projection showed that the reserve funding in the Water Fund is currently well below the target level of 90 days of operating expense. In addition, there are several large water infrastructure projects that the Village must complete in the near future. The Village Board directed staff to develop several rate increase scenarios for further consideration.

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

At the April 8th Village Board meeting, staff presented several water rate increase scenarios for consideration. The consensus of the Board was that the Village cannot continue to subsidize the cost we pay for water. After review of the various increase amount scenarios, it was decided that a 25% increase effective May 1st would build enough capital in the Water Fund to pay for the Village's water infrastructure maintenance projects while still maintaining an adequate operating reserve in case of unexpected expenses. This would only be the Village's 3rd water rate increase in the past twelve (12) years.

Staff has already started a public awareness program via a direct mailing notification to water account holders and additional information posted on the Village website to provide ample notice to citizens.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 13-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK – TITLE 6, SECTION 6-8-3 –
WATER SYSTEM, RATES

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 6, Section 6-8-3(A) of the Village Code of the Village of Willowbrook, entitled "Water Charges", is hereby amended by deleting all references to the term "\$5.75" in their entirety and in lieu thereof, the following term shall be substituted:

..."\$7.19"...

SECTION TWO: That Title 6, Section 6-8-3(A) of the Village Code of the Village of Willowbrook entitled "Water Charges" is hereby amended by deleting all references to the term "\$6.62" in their entirety and in lieu thereof, the following term shall be substituted:

..."\$8.28"...

SECTION THREE: That Title 6, Section 6-8-3(B)(1) of the Village Code of the Village of Willowbrook entitled "Residential Usage – Exception" is hereby amended by deleting all reference to the term "forty nine dollars twelve cents (\$49.12)" in its entirety and in lieu thereof, the following term shall be substituted:

..."fifty eight dollars forty-five cents (\$58.45)"...

SECTION FOUR: That Title 6, Section 6-8-3(B)(3) of the Village Code of the Village of Willowbrook entitled "Nonresidential Usage" is hereby deleted in its entirety and in lieu thereof, the following language shall be substituted:

“3. Nonresidential Usage: Minimum monthly charges shall be assessed in accordance with the following table:

<u>Meter Size</u>	<u>Monthly Minimum</u>
5/8 inch	\$92.91 per month
3/4 inch	92.91 per month
1 inch	115.01 per month
1 1/2 inch	185.79 per month
2 inch	232.26 per month
3 inch	347.30 per month
4 inch	464.53 per month
5 inch	579.54 per month
6 inch	696.78 per month”

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

SECTION SIX: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates and charges established herein shall not become effective until May 1, 2013.

PASSED and APPROVED this 22nd day of April, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 1, SECTION 1-4-1 – GENERAL PENALTY

AGENDA NO. **5f**

AGENDA DATE: 4/22/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: William J. Hennessy

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

On February 13, 2012, the Village amended the General Penalty section of the Village Code as a result of certain rules which the Illinois Supreme Court had adopted governing the prosecution of ordinance violations. When the new text for the General Penalty section was drafted, existing language providing for a \$25.00 NSF fee to be collected by the Village for checks returned from the bank was inadvertently omitted.

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

As stated above, prior to the February 13, 2012 amendment, language allowing the Finance Department to charge a \$25.00 NSF fee for returned checks was a provision within the Village Code. It was merely inadvertently omitted when the new language was substituted. The attached amendatory ordinance was drafted as a "housekeeping" measure to re-insert the prior language within the newly drafted section.

ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 13-O-____

AN ORDINANCE AMENDING THE VILLAGE CODE OF
THE VILLAGE OF WILLOWBROOK -
TITLE 1, SECTION 1-4-1 – GENERAL PENALTY

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 1, Section 1-4-1 of the Village Code of the Village of Willowbrook entitled “General Penalty” is hereby amended by adding the following new subsection (A) after the current section:

“(A) An additional twenty-five dollar (\$25.00) fee shall be charged for any check or draft remitted to the Village which is returned by the bank because of insufficient funds, account closed, no account, or stop order on such check or draft”

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 22nd day of April, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2013 SPRING BRUSH COLLECTION PROGRAM – MARIO’S TREE SERVICE	AGENDA NO. 5g AGENDA DATE: <u>4/22/13</u>
---	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: _____	
LEGAL REVIEW: N/A	SIGNATURE: _____	
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: _____	
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> <u>on 4/8/13</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>		

ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

Last year, the Village’s regular tree maintenance contractor, Mario’s Tree Service, completed the Village-wide Fall brush collection program. As a cost savings measure, the Village performed a curb-side brush chipping program, rather than a curb-side brush collection/grinding program. Therefore, no usable mulch resulted from the program. At the time, the Municipal Services Committee discussed and recommended that the Spring 2013 collection program include a tub grinder component in order to provide usable mulch to residents and for our use in the parks.

Staff has solicited proposals from several reputable landscape contractors to perform the typical curb-side chipping program along with completing the tub grinding process:

VENDOR	Collection Costs	Grinding Cost
Mario’s Tree Service	\$105/hr. per crew	\$5,950.00/day
Homer Industries, LLC	(non-responsive)	\$6,500/day
Kramer Tree Specialists, Inc.	\$270/hr. per crew	\$3,800/day

Staff would recommend that the proposal submitted by Mario’s Tree Service in the amount of \$105.00/hr. per chipping crew + \$5,950.00 for tub grinding be accepted to perform the Village-wide Spring Brush Collection Program. Mario’s performed a collection program for the Village last Fall and is familiar with the program requirements.

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

Staff anticipates that two (2) chipping crews would be required to work approximately 40 hours each to complete the Spring collection program. Afterwards, the tub grinding is expected to require one full days work. Therefore, the estimated cost of the program, including the grinding component, would be \$14,350. The F.Y. 2013/14 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$25,000.00

ACTION PROPOSED:

Adopt resolution. The Spring Brush Program is scheduled to occur the week of May 13th thru the 17th.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL FOR THE 2013 SPRING BRUSH COLLECTION
PROGRAM – MARIO’S TREE SERVICE

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook,
DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized
and directed to accept the proposal from Mario’s Tree Service on a time and material basis to
complete the 2013 Spring Brush Collection Program in an amount set forth in the proposal
attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of April, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Mario's Tree Service

Proposal

P.O. Box 234

April 2, 2013

Addison IL 60101

(630) 624 - 9894

Bill to:

The Village of Willowbrook

7760 Quincy Street

Willowbrook, IL 60527

630-323-8215

Contact: Tony Witt

Dates of Service 05/13/2013-05/17/2013

Spring Brush Pick Up

2 crews (2 men crew)

\$105/hrly / Per Crew

Haul away wood chips

Total

\$8,400.00

Wood Chips and brush will be mulched in a Tub Grinder

Transportation and set up of mobile tub grinder \$ 1,000.00

Hourly rate \$ 550.00

(Estimating tub grinding will take approximately 9 hrs.)

Total ***\$5,950.00***

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Contract – Landscape Fertilization Services – TruGreen LP

AGENDA NO. **5h**

AGENDA DATE: 4/22/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES on April 8 and April 15, 2013 NO N/A

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

On April 8, 2013, the Municipal Services Committee authorized staff to complete a public bid process to solicit proposals for the Village’s annual Landscape Maintenance Service Contract. The scope of work of this contract includes turf fertilization and herbicide treatment of Village rights-of-ways, parks, and specified facilities (e.g., water tower sites, Village Hall, etc.). The public bid notice was published in the *Suburban Life* newspaper on March 22, 2013. The deadline to submit completed bids was Monday, April 15th by 10:30 AM, at which time bids were opened and read aloud. The following is a summary of the bids received:

Vendor	Bid Price
TruGreen LP	\$19,970.00
Spring-Green Lawn & Tree Care	\$21,099.00

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

The low bid price received from TruGreen represents a \$2,598.70 savings, or an 11.5% decrease, over the FY 2012/13 contract price of \$22,568.70. TruGreen provided a list of current municipal clients including the City of Darien, the City of Countryside, the Village of Brookfield, and the Western Springs Park District. The FY 2013/14 Budget provides the following funding for this program:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
Public Works	01-35-755-281	Route 83 Beautification	\$29,920.00

ACTION PROPOSED:

Staff recommends that the Mayor and Board of Trustees adopt the attached resolution authorizing the Mayor and Village Clerk to execute an agreement Services with TruGreen LP to provide Landscape Fertilization Services.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO EXECUTE A CERTAIN CONTRACT – LANDSCAPE FERTILIZATION
SERVICES – TRUGREEN LP

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract, TruGreen LP, for the 2013/14 Landscape Fertilization Contract in an amount not to exceed \$19,970.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of April, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

LEGAL NOTICE

REQUEST FOR BIDS

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Notice is hereby given that the Village of Willowbrook is seeking bids for **Landscape Fertilization Services**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: www.willowbrookil.org. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:30 am on Monday, April 15, 2013, where said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

Questions should be directed to:

Tim Halik, Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
630-920-2261 office, 630-323-0787 fax
thalik@willowbrook.il.us

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: <i>Certified Check, Bank Cashier's Check or Bid Bond</i>	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	YES (See Page 4)
DRAWINGS:	NONE
BID OPENING - DATE/TIME/LOCATION:	10:30 AM CST April 15, 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 15, 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:

TruGreen LP
7650 W. 99th St.
Hickory Hills, IL 60457

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>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE
2. Premises - Operations	
3. Explosion & Collapse Hazard	\$1,000,000
4. Underground Hazard	PERSONAL INJURY PER OCCURRENCE
5. Products/Completed Operations Hazard	
6. Contractual Liability Coverage Included	\$1,000,000
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE
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 Zurich American Insurance Co
B. Policy Number BAP 2938657-05
C. Policy Term: (From) 01/01/2012 (To) 01/01/2015
D. Endorsement Effective Date 01/01/2012
E. Named Insured TruGreen, LP

- TruGreen LP
- F. Address of Named Insured 7650 W. 99th St, Hickory Hills, IL 60457
- G. Limit of Liability Any One Occurrence/
Aggregate \$ 5,000,000.00
- 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

TruGreen LP, as part of its bid on a
(Name of Contractor)

contract for Landscape Fertilization 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: [Signature]
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 15th day of
April, 20 13.

MY COMMISSION EXPIRES:

July 17, 2016
Monika Trybula
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 TruGreen LP
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, TruGreen LP 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: TruGreen, LP
J. Bell
President- Manager

SUBSCRIBED AND SWORN BEFORE ME

This 15th day of April, 2013

MY COMMISSION EXPIRES: July 17, 2016
Monika Trybula
NOTARY PUBLIC



CONTRACT - Page Two of Two

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.

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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 to 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 ²	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 ³	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 79th 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. 73rd 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

Village of Willowbrook
LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

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.

FERTILIZATION FOR VILLAGE PARKS
(Section III-W-1)

COST

APPLICATION #1 –MARCH-APRIL	\$ <u>2282.00</u>
APPLICATION #2 – MAY	\$ <u>2282.00</u>
APPLICATION #3 – JUNE	\$ <u>2563.00</u>
APPLICATION #4 – JULY – AUGUST	\$ <u>1705.00</u>
APPLICATION #5 – SEPTEMBER – AUGUST	\$ <u>2034.00</u>
APPLICATION #6 – NOVEMBER – DECEMBER	\$ <u>952.00</u>
TOTAL COST FOR VILLAGE PARKS	\$ <u>11,818.00</u>

FERTILIZATION FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES
(Section III-W-2)

COST

APPLICATION #1 -MARCH-APRIL	\$ <u>1548.00</u>
APPLICATION #2 – MAY	\$ <u>1548.00</u>
APPLICATION #3 – JUNE	\$ <u>1875.00</u>
APPLICATION #4 – JULY - AUGUST	\$ <u>1155.00</u>
APPLICATION #5 – SEPTEMBER - AUGUST	\$ <u>1380.00</u>
APPLICATION #6 – NOVEMBER - DECEMBER	\$ <u>646.00</u>
TOTAL COST FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES	\$ <u>8152.00</u>

GRAND TOTAL - VILLAGE PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

\$ 19,970.00

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 0 % 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: Attached

Company: TruGreen LP

Address: 7650 W. 99th St

Hickory Hills, IL 60457

Telephone No. 219.406.2257 Fax No. 901.597.9407

Signature: [Signature]

Name and Title: (Please Print) Larry Belcher - Commercial Manager

Date: 4-15-13

Subscribed and sworn before me this 15th day of April, 2013

MY COMMISSION EXPIRES: July 17, 2016
[Signature]
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: Western Springs Park District
Address: 4400 Central Ave, Western Springs, IL 60558
Phone # / Fax #: 708.246.4225
Contact Person: Craig Himmelmann
Dates of Service (from - to): 2007 to Present

Company Name: Brookfield Public Works
Address: 4545 Eberly Ave, Brookfield, IL 60513
Phone # / Fax #: 708.485.2540 / 708.485.6575
Contact Person: Scott DeRoss
Dates of Service (from - to): 1994 to Present

Company Name: City of Countryside
Address: 5550 East Ave, Countryside, IL 60525
Phone # / Fax #: 708.354.3390 / 708.485.2470
Contact Person: Jim Essig
Dates of Service (from - to): 1997 to Present

Company Name: City of Darien
Address: 1702 Plainfield Rd, Darien, IL 60561
Phone # / Fax #: 630.353.8105
Contact Person: Dan Combar
Dates of Service (from - to): 2011 to Present

CONTRACTOR'S EXHIBIT - ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
Turf Specialist	\$ 150.00
Turf Supervisor	\$ 200.00
Tree & Shrub Specialist	\$ 150.00
Tree & Shrub Supervisor	\$ 200.00

EQUIPMENT RATES

Make/Model	Hourly Rate
Permagreen Spreader	\$ 30.00
John Deer Tractor	\$ 50.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED TruGreen Limited Partnership 860 Ridge Lake Boulevard Memphis TN 38120-9434 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Zurich Ins Co		40142
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570049090337** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide or Herbicide Applicator Cov <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL0293865605	01/01/2012	01/01/2015	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 2938657-05 AOS	01/01/2012	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC293865405 AOS WC293865505 WI	01/01/2012	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
A		N	N/A		01/01/2012	01/01/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570049090337

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: TruGreen Limited Partnership - Branch No. 5525. Oak Brook Park District is included as Additional Insured under the General Liability and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to the General Liability, Automobile Liability and workers Compensation policies if required by written contract with Oak Brook Park District.

CERTIFICATE HOLDER	CANCELLATION
Oak Brook Park District Attn: Norm Russell 1450 Forest Gate Oak Brook IL 60523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
TRUGREEN LIMITED PARTNERSHIP
7650 W. 99th St
Hickory Hills, IL 60457

SURETY:

(Name, legal status and principal place of business)
WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

OWNER:

(Name, legal status and address)
THE VILLAGE OF WILLOWBROOK
7760 Quincy Street, Willowbrook, IL 60527

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Fertilizer & Weed Control to Turf Areas

Project Number, if any:

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

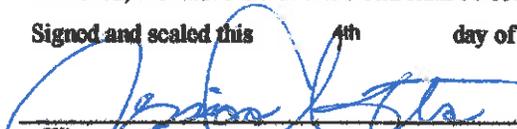
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 4th day of April, 2013


(Witness) _____
Jessica Iannotta


(Witness) _____
Kelly O'Malley

TRUGREEN LIMITED PARTNERSHIP
(Principal)  (Seal)
(Title) Cynthia Farrell, Attorney-In-Fact

WESTCHESTER FIRE INSURANCE COMPANY
(Surety)  (Seal)
(Title) Vivian Cart, Attorney in Fact

Power of Attorney

ServiceMaster Global Holdings, Inc. ("SGH"), a Delaware corporation of 860 Ridge Lake Boulevard, Memphis, TN 38120, Federal Employer Identification Number 20-8738320, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon Corporation, ("Aon"), as identified below, its true and lawful attorney-in-fact, to execute all surety bonds up to \$1,000,000 issued on behalf of ServiceMaster Global Holdings, Inc., and any of its subsidiaries.

Aon Employee

Aon Subsidiary

Vivian Carti	Aon Risk Services, Inc. Of New York
Sandra Diaz	Aon Risk Services, Inc. Of New York
Cynthia Farrell	Aon Risk Services, Inc. Of New York
Jessica Iannotta	Aon Risk Services, Inc. of New York
Halina Kazmierczak	Aon Risk Services, Inc. of New York
Annette M. Leuschner	Aon Risk Services, Inc. Of New York

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of ServiceMaster and any and all direct and/or indirect subsidiaries that are acquired or formed by the ServiceMaster after the execution of this Power of Attorney:

<u>Entity</u>	<u>Federal Employer Identification Number</u>
American Home Shield Corporation.....	13-2686654
AmeriSpec, Inc.	62-1685957
Furniture Medic Limited Partnership.....	36-4094002
Merry Maids Limited Partnership.....	47-0718233
ServiceMaster Consumer Services, Inc.	36-3729225
ServiceMaster Global Holdings, Inc.....	20-8738320
ServiceMaster Residential/Commercial Services Limited Partnership.....	36-3747477
SM Clean L.L.C.	06-1668984
The ServiceMaster Company.....	36-3858106
The Terminix International Company Limited Partnership.....	36-3478837
TruGreen Limited Partnership.....	36-3734669

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained herein.

Dated: 11/18/11

ServiceMaster Global Holdings, Inc.

By: Mark W. Peterson
Mark W. Peterson, as Vice President and Assistant Treasurer

Dated: 11/18/11

ServiceMaster Global Holdings, Inc.

By: Gregory D. Hoff
Gregory D. Hoff, as Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 18th day of NOV, 2011 before me personally appeared Mark W. Peterson and Gregory D. Hoff, known to me to be the Vice President and Treasurer & Vice President of ServiceMaster Global Holdings, Inc. and known to me to be the persons who executed the foregoing instrument and that said instrument was executed for and on behalf of said corporation the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 16th day of NOV, 2011.

M. Elaine Green
Notary Public

MY COMMISSION EXPIRES:
September 21, 2015

My commission expires: _____



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette M. Leuschner, Cynthia Farrell, Debra A Deming, Evangelina L. Dominick, Jessica Iannotta, Sandra Diaz, Sonia Rogers, Thomas Rhatigan, Valorie Spates, Vivian Carti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has herunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of February 2013.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 5 day of February, AD 2013 before me, a Notary Public of the Commonwealth of Pennsylvania and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires December 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4th day of April 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF A TTORNFY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 05, 2015

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

BONDS	\$1,915,932,115
SHORT - TERM INVESTMENTS	22,465,390
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	(41,292,474)
PREMIUM IN COURSE OF COLLECTION*	56,878,650
INTEREST ACCRUED	17,136,830
OTHER ASSETS	148,350,304
TOTAL ASSETS	\$2,119,270,815

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$215,324,197
RESERVE FOR LOSSES	1,103,762,744
RESERVE FOR TAXES	3,515,562
FUNDS HELD UNDER REINSURANCE TREATIES	4,484,138
OTHER LIABILITIES	(21,519,017)
TOTAL LIABILITIES	1,305,567,622

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	292,187,374
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	111,710,473
SURPLUS (UNASSIGNED)	404,805,248
SURPLUS TO POLICYHOLDERS	813,703,193
TOTAL	\$2,119,270,815

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2012.

Sworn before me this March 15, 2013

John P. Taylor
Vice President

Diane Wright
Notary Public

August 8, 2013
My commission expires



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>Receive Plan Commission Recommendation – Public Hearing 2013-03 – Special Use for a Commercial School-Willow Commons Shopping Center-313 75th St.</p>	<p>AGENDA NO. 5i</p> <p>AGENDA DATE: <u>4/22/13</u></p>
<p>STAFF REVIEW: Jo Ellen Charlton, Planning Consultant SIGNATURE: <u>Jo Ellen Charlton (jp)</u></p> <p>LEGAL REVIEW: William Hennessy, Village Attorney SIGNATURE: <u>Wm J Hennessy</u></p> <p>RECOMMENDED BY: Tim Halik, Village Administrator SIGNATURE: <u>Tim Halik</u></p> <p>REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>	
<p>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</p> <p>Other than special uses granted to specific users, there is no specific zoning history on this shopping center.</p>	
<p>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</p> <p>The Plan Commission held the public hearing and made a recommendation to approve the requested special use for a commercial school at their April 3, 2013 meeting. A copy of their recommendation is attached. Also attached is the staff report, which includes a summary of the public hearing comments and the Plan Commission’s discussion.</p> <p>The Plan Commission agreed with the applicant and staff that the approval of a non-retail user in this retail center was acceptable in this instance because the space’s limited visibility to 75th Street does not make it a good candidate for a retail user. Retail users are already difficult to attract to non-Route 83 locations, and this space’s location behind the vacant Kentucky Fried Chicken building has made it difficult to lease. The Plan Commission also agreed with the applicant that it was important to keep credit worthy tenants in the center in order to sustain the economic viability of Ashton Place. The agent for the property owner noted that Ashton Place often times has more difficulty booking events when other spaces in the center are vacant.</p> <p>The Plan Commission did not agree with staff’s recommended condition that improvements to the four driveway aprons should be made as a condition of occupancy. The Plan Commission did not disagree that the improvements were needed—just that they should not be tied to the conditional use. Staff later advised the applicant that Village Code prevents moving forward until the work is completed.</p>	
<p>ACTION PROPOSED:</p> <p>April 22, 2013: Receive Plan Commission Recommendation</p>	



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

MEMORANDUM

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

MEMO TO: Robert Napoli, Mayor
Board of Trustees

MEMO FROM: Daniel Kopp, Plan Commission Chairman

DATE: April 3, 2013

SUBJECT: 313 75th Street – Petition for a Special Use Permit and other relief as may be required to allow a 1,640 square foot commercial school (Top Driver) to operator in Unit 13 in the Willow Commons Shopping Center

At the meeting of the Plan Commission held on April 3, 2013, the above was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, the special use for a 1,640 square foot driver education school, for automobiles with a "B" plate or below, in space 313 in the Willow Commons shopping center meets the standards for a special use as outlines in the staff report prepared for the April 3, 2013 Plan Commission meeting and deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 13-02 subject to the following conditions:

1. The special use granted herein only applies to the 1,640 square feet associated with tenant space 313.
2. Up to two additional "Fire Lane/No Waiting or Parking" signs shall be posted along the curb immediately in front of the premises in locations recommended by the Village of Willowbrook.
3. A maximum of two (2) commercial vehicles are permitted in connection with this use, and must be parked in two (2) of the nine (9) parking spaces closest to the rear door of tenant space 313.
4. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp

MOTION DECLARED CARRIED

DK/jp



"A Place of American History"

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE VILLAGE BOARD

Village Board Meeting Date: April 22, 2013
Plan Commission Meeting Date: April 3, 2013

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Number: 13-02

Case Title: Special Use for a commercial school – Top Driver (Driver Education)

Petitioner: Top Driver Acquisition, LLC. (Paul Zalatoris) 613 Landwehr Rd, Northbrook, IL 60062

Action Requested by Applicant: Consideration and recommendation of a special use permit for a commercial school in Space 313 in the Willow Commons Shopping Center

Location: 313 75th (Southwest corner of 75th and Clarendon Hills Road, excluding the former Kentucky Fried Chicken site)

PINs: 09-27-402-008

Existing Zoning: B-2

Existing Land Use: Mixed Use Retail

Property Size: 5.4 acres

Surrounding Land Use:

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Hinsdale South Football Stadium.	Darien
<i>South</i>	Multiple Family	R-5
<i>East</i>	Single-Family Residential	R-2
<i>West</i>	Parking and Vacant Land	B-2

Documents Attached:

1. Application
2. Title Documents
3. Willow Commons Tenant/Square Footage List
4. Alta/ ACSM Land Title Survey, prepared by Thomas Knauber, dated December 1, 2004, latest revision dated December 10, 2004.

Necessary Action By Plan Commission: Make a recommendation to the Mayor and Village Board regarding approval of a special use for a commercial school to allow for the operation of Top Driver. A sample recommendation can be found on page 7.

Site Description: The shopping center is located on the southwest corner of 75th and Clarendon Hills road on property containing about 5.4 acres. The former Kentucky Fried Chicken site is NOT is not owned by the shopping center and is not part of the development. There is 58,497 square feet of gross leasable space within the shopping center building.



Development Proposal: The applicant, with the property owner's authorization, is requesting approval of the following zoning item:

- Approval of a special use to allow a 1,640 square foot commercial school business (Top Driver) to operate in tenant space number 313 (approximate location marked with a ♦ in the picture above) in the Willow Commons Shopping Center.

Top Driver operates out of 23 locations in the Chicago suburbs, catering mostly to the teen market, although they do have some adult customers. The leased space will be used for classroom instruction. Class size is limited to a maximum of 30 students taught by 1 instructor, although the average class size ranges from 16 to 20 students. Classes are two (2) hours in length. During the school year (September through May), classes are offered after school (4-6PM) and evening (7-9PM) on Monday through Thursday. Classes are also planned on Sunday beginning at 1:00 PM. Summer classes will operate with one in the morning, one in the afternoon and one in the evening, Monday through Thursday. Students generally walk, bike, or are dropped off by parents, who typically return two hours later to pick up their student.

Top Driver intends to utilize two commercial vehicles for this location. They have graphics on each side of the vehicle as well as a "topper" as required by the Secretary of State. They will be parked behind the building in the employee parking area over night. The majority of the students are picked up from their home residence for the driving lessons.



Staff Analysis:

Tenant Location:

The 1,640 square foot space number 313 is located between Famous Nails and a Tanning Salon in the east half of the center with limited visibility from the 75th/Clarendon Hills intersection because of its location behind the former Kentucky Fried Chicken building. The shopping center management company has expressed difficulty in leasing these spaces that have limited visibility to retailers that count on visibility. They believe the proposed "destination" user is a perfect fit for this less visible space.

Parking

The table below shows there is adequate parking for the existing and proposed mix of tenants between parking on the shopping center property (371 spaces) and the 129 parking spaces on the adjoining lot to the west. These additional spaces were added when Ashton Place original occupied the west end of the shopping center.

Tenant	Space	Sqft	Parking Mult	Required Parking
Dr. Schubert	305	2202		7
Famous Nails	311	1560	250	6.24
Top Driver	313	1640		11
Sunny Side Up Tan Spa	317	1640	250	6.56
Malahini Restaurant	321	3895	100	38.95
Vacant	327	4024	250	16.096
Accelerated Rehab Centers	329	3953	250	15.812
Get Fast	337	8580	250	34.32
Ashton Place	341	26873	100	268.73
Quick Mart	7518	970	200	4.85
Center Cleaners	7520/7524	2068	250	8.272
Dairy Queen	7528	1092	100	10.92
		58497		
Required Parking Total				428.75
Parking Provided on Lot				371
Parking Provided on Adjoining Lot to West				129
Total Parking for Shopping Center				500
Surplus/(Deficit)				71.25

According to the application, Top Driver will utilize only two commercial vehicles, each specially equipped for driver's education and including commercial signage. Staff recommends that any special use approval for this use be conditioned upon the mandatory parking of these vehicles in two of the nine (9) spaces closest to the rear door of tenant space 313.

Traffic Flow, Access, Circulation:

The Shopping Center is served by two driveways on Clarendon Hills Road and two driveways from 75th Street. As seen in the photographs below, the driveway aprons providing access to this shopping center from Clarendon Hills and 75th are in a serious state of disrepair. The Building Inspector has notified the center about these conditions in the past, and the concerns have been "addressed" with various temporary fixes. These deficiencies are not only hazardous to individuals in wheelchairs, but they can be particularly hazardous to pedestrians and bicyclists. The applicant believes some of its students will arrive on foot or on bicycles, while others will be dropped off by parents. Given the location of the high school across the street, there is a higher than average chance students will be walking or riding their bike to the site from the school if a driving school special use is approved at this location.



Clarendon Hills South Driveway



Clarendon Hills North Driveway



East 75th Driveway Looking West



West 75th Driveway Looking East

Staff recommends that any special use approval for this use be conditioned upon the required removal and replacement of the driveway approaches into the shopping center to make them safe, subject to appropriate permits.

The dropping off and picking up of children is always a concern with any commercial school in a retail shopping center. Due to the nature of this use, no young children less than 15 years of age will be part of this process. There appears to be ample opportunities for parents to safely drop off their students either by stopping momentarily in front of the space and having their student exit onto the sidewalk, or parking in a designated parking space and walking across the drive aisle to access the storefronts like all other commercial businesses. These uses sometimes create problems when students are picked up after class if parents decided to park or wait in their cars along the curb in front of the storefront. This practice makes it difficult for other patrons to circulate to other businesses within the shopping center. Staff recommends that any special use approval for this use be conditioned up the required installation of "No Parking/No Waiting" signs along the drive aisle immediately in front of the storefronts.

Appropriateness of Use: The shopping center is zoned B-2, Community Shopping District. While this zoning district includes sixty-two (62) listed "Permitted Uses", only ten (10) of them are for non-retail types of uses. In other words, the B-2 District is intended primarily to provide retail shopping opportunities for the community. If another non-retail use (Top Driver) is added to the existing mix of uses, thirty-seven percent (37%) of the overall center would be devoted to non-retail uses (69 percent if the 26,873 square foot Ashton Place is excluded from the calculation). The shopping center has stated that retailers don't want to locate in this center, particularly in spaces like 313 that are not readily visible from 75th Street, and that uses like Top Driver are vital to providing existing or potential retail users in the center with a viable "market". Space 313 is not visible from 75th Street due to the presence of the long vacant Kentucky Fried Chicken building. This building has been on the market for some time and is encumbered with its own redevelopment challenges. While the retailers Quick Mart and Dairy Queen might benefit a little from students waiting for a ride, Top Driver students would only be there two to three times during the day, and only four or five days out of the week depending on the time of year. Existing or potential retail users would not benefit from this business at all on Fridays and Saturdays, when the business is closed. On the other hand a business that is not open on Fridays or Saturdays would not compete for parking that might otherwise be needed for banquets, which will have higher usage on those days. Shopping center management also believes that excessive vacancies in the center make the banquet facility less marketable to prospective parties considering a banquet at that location.

Staff believes the center is heavy on the non-retail side of the retail mix equation, and that special uses for non-retail uses should be evaluated and scrutinized as to their impact on the continued viability of other existing users as well as future users. If there is support for this user, however, perhaps the Plan Commission can provide direction to staff as to whether future non-retailers would also be supported in this shopping center.

Utilities: The proposed use will not alter the approved utility service plan.

Landscaping: The proposed use will not alter the approved landscape plan.

Wetlands/Stormwater Management: The proposed use will not alter the approved stormwater management plan.

Standards: Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven standards that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use. A list of the special use standards is provided below, along with the Plan Commission's findings based on discussion during their meeting.

(A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Finding: A 1,640 square foot Top Driver in Space 113 will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

(B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Finding: The Plan Commission determined that, while they are always concerned about non-retail uses in a retail center, this non-retail use in the proposed space is acceptable because of the space's limited visibility from 75th Street.

(C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Finding: The establishment of this use will not impede the normal and orderly development of the shopping center.

(D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.

Finding: The shopping center is already provided with existing utilities, access roads, drainage and other facilities, however the condition of the four existing access drives into the site create hazards for pedestrians and bicyclists. These conditions can only be mitigated by the removal and replacement of all four access drives into the site, and the Plan Commission recommended these issues be handled through the Village's Code Enforcement Program.

(E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Finding: If the four existing access drives leading into the site are removed and replaced, the proposed use will not have a negative impact on ingress or egress to or from the public streets.

(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Finding: The proposed special use itself conforms to all other applicable regulations of the district in which it is located.

(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997)

Finding: Top Driver has not requested approval in the past to locate in this shopping center.

Plan Commission Hearing:

The Plan Commission conducted a public hearing for this petition on April 3, 2013. At the meeting, the following members were in attendance: Remkus, Soukup, Baker, Wagner, and Kopp. A summary of relevant topics discussed is as follows:

Paul Zalatoris, CEO of Top Driver, provided a brief explanation about the business, its history and its locations, and introduced, property owner representative Len Blackman and Real Estate Advisor Theresa Schultz.

Theresa Schultz testified she has been in real estate for a long time and that she knows the Willowbrook market. The goal for space was to bring a strong credit tenant to a space that is not a strong retail candidate. She noted that 75th Street has a hard time competing with Route 83, and that this space is even harder to lease because it is not visible behind the vacant Kentucky Fried Chicken building. She further testified that this tenant will help support other stores because it is expected that students will visit the convenience and ice cream stores.

Len Blackman, agent for the property owner, testified that the center had been completing many renovations over the years to make this a strong center. He commented that the banquet facility always has a harder time booking events when people come to see the center and there are excessive vacancies. He feels that if the center is not leased, the banquet Hall will not be successful, and significant revenues could be lost since the banquet facility generates retail sales and an extra 1% restaurant tax as well. Because the original staff recommendation included a condition that all driveways should be replaced, Mr. Blackman asked whether the PC would recommend fewer driveways be improved at this time in order to spread the cost out over time. Ms. Charlton reported that code enforcement had been chasing these improvements for years based on neighborhood complaints, and that staff felt adding them as conditions would provide more weight to the requirement. While some Commissioners agreed the driveways needed to be replaced, some didn't think it was appropriate to attach their improvement as conditions of approval.

Wayne Brown, resident of 334 Sheridan Drive, noted he lived in the condos behind the complex. He stated that he was originally concerned that Top Driver would be training garbage and other truck drivers. Based on the testimony he heard from the applicants that the school would only be for passenger vehicles, he has no objection.

There were no other comments from the public and the public hearing was closed. A summary of the Plan Commission general discussion and deliberations are as follows:

Wagner suggested specifying that the special use could only be utilized for vehicles bearing A and B license plates; that he supported the use, and that it would not be appropriate to tie the approval to the code violations. He encouraged staff to follow through on code enforcement, but also asked whether alternatives to concrete could be considered in the replacement of the driveway aprons, which might make it more cost effective to replace the aprons.

Kopp expressed support for the use, but did not support adding conditions related to code enforcement.

At the conclusion of their discussion, the Plan Commission unanimously approved the following motion:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, the special use for a 1,640 square foot driver education school, for automobiles with a "B" plate or below, in space 313 in the Willow Commons shopping center meets the standards for a special use as outlines in the staff report prepared for the April 3, 2013 Plan Commission meeting and deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 13-02 subject to the following conditions:

1. The special use granted herein only applies to the 1,640 square feet associated with tenant space 313.
2. Up to two additional "Fire Lane/No Waiting or Parking" signs shall be posted along the curb immediately in front of the premises in locations recommended by the Village of Willowbrook.
3. A maximum of two (2) commercial vehicles are permitted in connection with this use, and must be parked in two (2) of the nine (9) parking spaces closest to the rear door of tenant space 313.
4. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Baker, Vice Chairman Wagner and Chairman Kopp

Please note that Plan Commission's recommendation removed a condition recommended by staff that required the removal and replacement of all four right-of-way driveway aprons (the area between the sidewalk and the streets).

The Village of WILLOWBROOK

60 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone (630) 323-8215 • Fax (630) 323-0787

Village President
Gary Pretzer

Village Clerk
Leroy R. Hansen

Village Trustees
Dennis Baker
Michael Brown
Michael Mistele
Timothy McMahon
Robert Napoli
Paul Schoenheck

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: 313 75th St., Willowbrook

NAME OF APPLICANT(S): Top Driver Acquisition, LLC

ADDRESS: 613 Landwehr Rd

CITY, STATE, ZIP: Northbrook, IL 60062 TELEPHONE: (224) 406-9313 FAX: (847) 439-7597

NAME OF PROPERTY OWNER(S): 305-341 75th St., Willowbrook, LLC (Len Blackman)

ADDRESS: One Northfield Plaza, Suite 300

CITY, STATE, ZIP: Northfield, IL 60093 TELEPHONE: (847) 833-5707 FAX: _____

APPLICATION SUBMITTED FOR: (check all that apply)

Site Plan Review

Preliminary Plat of Subdivision

Final Plat Subdivision

Preliminary PUD

Final PUD

Annexation

Annexation Agreement

Special Use Permit

Map Amendment (Rezoning)

Text Amendment

Variation

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:
313 75th St.

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-27-402-008

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

AREA OF SUBJECT PROPERTY IN ACRES: _____

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: B2

CURRENT USE OF SUBJECT PROPERTY: Retail

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: B2

PROPOSED USE OF SUBJECT PROPERTY: Service - Drivers Education

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: Cosmetic - Paint/Carpet

ADJACENT PROPERTIES

CURRENT ZONING

LAND USE

NORTH OF SITE	_____	_____
SOUTH OF SITE	_____	_____
EAST OF SITE	_____	_____
WEST OF SITE	_____	_____

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

WATER

LOCATION: _____ SIZE: _____

OWNERSHIP: _____

SANITARY SEWER

LOCATION: _____ SIZE: _____

OWNERSHIP: _____

STORM SEWER

LOCATION: _____ SIZE: _____

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT: _____

JUNIOR HIGH SCHOOL DISTRICT: _____

HIGH SCHOOL DISTRICT: _____

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT: _____

DISTANCE TO FIRE STATION: _____

CONSULTANTS

NAME OF ATTORNEY OR AGENT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

NAME OF ENGINEER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

NAME OF ARCHITECT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

NAME OF LANDSCAPE ARCHITECT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____ FAX: _____

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

Signature of Property Owner(s): _____



Date: 3/4/13



613 Landwehr Road
Northbrook, Illinois 60062

P: 224.406.9313
F: 847.439.7597

March 4, 2013

Subject: Planned Use for 313 75th St., Willowbrook, IL

Top Driver is the Chicagoland area leader provider of driver education. We operate out of 23 locations in the suburbs of Chicago from Joliet to Gurnee. Our main focus is on the teen market although we do have some adult customers.

Our proposed location in Willowbrook will operate similar to our other locations. The leased space is used for classroom purposes. The class size is limited to a maximum of 30 students taught by 1 instructor. Average class size ranges from 16 to 20. Classes are 2 hours in length.

During the school year (September through May) we plan to provide classes after school (4-6pm) and evening from (7-9pm) on Monday through Thursday. We also plan to operate one or two classes on Sunday starting at 1pm. Summer classes will operate with one in the morning, one in the afternoon and one in the evening – Monday through Thursday.

Students walk, take bikes or are dropped off by parents. Since classes are 2 hours in length and service local community, parents drop off and return 2 hours later to pick up their students.

For further information, please contact Paul Zalatoris at (224) 406-9313.

APPLICATION SUBMITTALS AND SUPPORTING DOCUMENTS

This checklist has two sets of boxes to certify submittal of the items. The applicant must certify his/her compliance and submittal of an item by checking the first column of boxes or writing "NA" if the requirement is not applicable (see the matrix of "Required Application Submittals" for additional information). The Village staff will verify the items submitted and certify that the application meets the Village's submittal requirements. The items and their descriptions are listed in alphabetical order.

Applicant Staff

APPLICATION

The applicant must submit an original completed application.

APPLICATION AND PLAN REVIEW FEES

SEE ATTACHED FEE SCHEDULES FOR THE APPROPRIATE FEES.

ARCHITECTURAL PLANS & ELEVATIONS

Architectural Plans and elevations for all primary buildings shall be submitted in detail to permit an understanding of the architectural style of the development, the exterior of the proposed buildings, and the number, size and type of dwelling units. Also, provide total floor area of each building type and the total ground coverage of each building.

CONSTRUCTION SCHEDULE

A final construction schedule shall be submitted.

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS

Final agreements, provisions or covenants which will govern the use, maintenance and continued protection of that portion of the site then being developed shall be recorded prior to issuance of any building permits. Such provisions may govern the ownership, use, maintenance and liability of any common areas of facilities within the development. Village staff shall review and approve the covenants, conditions, restrictions and easements prior to recording.

ENGINEERING PLANS

Detailed plans shall be submitted for the design, construction or installation of improvements, including paved areas, utilities, lakes and other on-site and off-site improvements, and shall also include a soil erosion and sedimentation control plan.

ENGINEER'S ESTIMATE OF IMPROVEMENT COSTS

The applicant shall submit an estimate of the total cost of the required improvements, including site engineering, landscaping and lighting. This estimate is used to determine the amount of the required Letter of Credit.

NA

EXTERIOR LIGHTING AND PHOTOMETRIC PLANS

Detailed plans shall be submitted for the site lighting, showing location, height, intensity and fixture type of all proposed exterior lighting, as well as photometric information pertaining to locations of proposed lighting fixtures and the layout of proposed underground cable locations.

NA

FINAL PLAT AND PLAN OF PLANNED UNIT DEVELOPMENT (PUD)

A final planned unit development (PUD) plan and plat, suitable for recording, shall be prepared according to Section 9-13-5(C) of the Village Zoning Ordinance. The purpose of the final plan and plat is to designate with particularity the land subdivided into conventional lots as well as the division of other land, not so treated, into open areas and building areas. The final plan and plat shall include, but not be limited to:

PUD Legal Description: Legal description of the entire area of the final plan and plat.

Other Legal Descriptions: For each separate, unsubdivided use area, including open space, an accurate legal description must accompany the application.

Building Locations: Designation of the exact location of all buildings to be constructed.

Signatures/Seals: Certificates, seals and signatures required for the dedication of lands and recording the document.

Required Information: Tabulation of separate unsubdivided use areas, including land area, number of buildings, and number of dwelling units per acre.

All open space shall either be conveyed to a municipal or public corporation, conveyed to a not-for-profit corporation or entity established for the purpose of benefiting the owners and residents of the planned unit development or retained by the developer with legally binding guarantees.

NA

FINAL PLAT OF SUBDIVISION

A final plat of subdivision shall be prepared at a scale of one inch equals one hundred feet (1" = 100') and shall be suitable for recording. The plat may be on several sheets accompanied by an index sheet showing the entire subdivision. The final plat shall include information as detailed in the Subdivision Regulations Ordinance. The Village may waive preliminary plat approval and an applicant may proceed directly to final plat approval for minor subdivisions. See Section 10-3-4(G) of the Subdivision Regulations for additional information on waiving preliminary plat approval.

IMPROVEMENT AGREEMENT

The Village's standard Improvement Agreement form shall be completed prior to Village Board consideration in order to set forth the terms in which the required subdivision improvements will be installed.

 LANDSCAPE PLAN

All development and landscape plans must comply with the landscape and screening requirements as set forth in the Zoning Regulations.

 LEGAL DESCRIPTION

A legal description of the Subject Realty, i.e. the exact parcel of land for which the application is submitted, must be provided in both print and digital formats. The print version must be typed on 8 ½ by 11 paper. The legal descriptions must include the permanent index number assigned to the Subject Realty and the common address of the Subject Realty.

 LETTER OF CREDIT (TO BE SUBMITTED WHEN DIRECTED)

A letter of credit, in a form acceptable to the Village Attorney, or other form of security acceptable to the Village, shall be provided by the applicant to cover the estimated costs of all required and necessary improvements. Said letter of credit shall be in an amount equal to 125% of the improvement costs, determined by the Village Engineer, to be sufficient to complete the improvements and installation in compliance with the Improvement Plans. Letters of Credit are required for any public improvements, including stormwater improvements, and with subdivision approvals.

 MYLAR (TO BE SUBMITTED WHEN DIRECTED)

Prior to Village Board consideration, the final mylar of all recordable plans shall be submitted to the Village Planner. All signatures shall have already been obtained at the time the mylar is submitted except for the Village signatures, County Clerk signatures and County Recorder signatures. Recordable plans include Plats of Annexation, Final Subdivision, and Final PUD.

 PETITION FOR ANNEXATION

The applicant shall submit a Petition for Annexation to be reviewed by the Village Attorney and other Village staff or the applicant may submit the Village's standard Petition for Annexation, which is available from Village staff. Petitions must be signed by property owners and electors who reside on the Subject Realty.

PLAT OF ANNEXATION

The applicant shall submit a plat of annexation for the Subject Realty as prepared by a registered Illinois Professional Land Surveyor.

PLAT OF SURVEY

The applicant shall submit a copy of a current plat of survey (prepared within the last six months) for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

PRELIMINARY PLAN AND PLAT OF PLANNED UNIT DEVELOPMENT (PUD)

A preliminary plan and plat of PUD shall be prepared at a scale of one inch equals one hundred feet (1" = 100') and show such designations as proposed streets and utilities, all proposed building locations and the proposed use of said buildings, common open space, recreation facilities, parking areas, service areas, and other facilities to indicate the character of the proposed development. The subdivision may be composed of one or more sheets and drawings. See Section 9-13-5(B) of the Village Zoning Ordinance for detailed requirements.

PRELIMINARY PLAT OF SUBDIVISION

A preliminary plat of subdivision shall be prepared at a scale of one inch equals one hundred feet (1" = 100') and shall show such designations as existing conditions, proposed streets and utilities, common open space, and other facilities to indicate the character of the proposed development. The submission may be composed of one or more sheets and drawings. See the Subdivision Regulations Ordinance for detailed requirements. The Village may waive preliminary plat approval allowing an applicant to proceed directly to final plat approval for minor subdivisions. See Section 10-3-4(G) of the Subdivision Regulations for additional information on waiving preliminary plat approval.

PROOF OF OWNERSHIP

In order to prove that the owner consents to the application, one of the following must be submitted:

- a. A current title policy report; or
- b. A deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries must be submitted. If the owner or applicant is a Partnership, a disclosure of all partners must be submitted. If the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%) must be submitted.

PROPERTY OWNER LIST

For rezoning, special use permits, variations and PUDs, the applicant must submit a list of names and addresses of property owners for properties located within 250', in all directions, of the Subject Realty, excluding rights-of-way. Three copies of this list must be submitted on pre-pasted mailing labels.

 SITE PLAN

The purpose of the site plan is to designate the location of all buildings, structures and land improvements proposed for the site. The site plans shall be prepared by a registered land surveyor or professional engineer and drawn on sheets of paper not to exceed 24" by 36".

 TREE PRESERVATION PLAN (TO BE SUBMITTED WHEN DIRECTED)

All development and landscape plans must indicate what trees are to be preserved and/or removed during site construction and what preservation methods will be used. This plan may be included within the Engineering Plan or Landscape Plan submittal.

 TRAFFIC REGULATION AGREEMENT AND TRAFFIC CONTROL PLAN

A Traffic Regulation Agreement is required for approval of all non-residential and multi-family residential projects. The agreement regulates traffic, the parking of automobiles and activities such as roller skating, bicycle riding and/or skateboarding within a particular complex or site. The Village has a standard Traffic Regulation Agreement that is available from staff. A Traffic Control Plan is required as an exhibit to the Traffic Regulation Agreement. This plan should identify all existing and proposed traffic regulation signage and markings on the Subject Realty, including parking stall striping, handicap and parking restrictions, and fire lanes.

REVIEW BY OTHER AGENCIES

Certain applications must be reviewed by agencies outside of the Village of Willowbrook. These may include, but are not limited to, the following:

Applicant Staff

FIRE PROTECTION DISTRICT

Any application for site plan review, preliminary/final subdivision or PUD must be reviewed by the appropriate Fire Protection District – either Tri-State or Pleasantview.

SEWER – DUPAGE COUNTY DIVISION OF PUBLIC WORKS

If you are dealing with new development and the subject realty receives DuPage County sewer service, you must apply for a permit with the DuPage County Division of Public Works. Applications shall be directed to Mr. Ken Zenisek, DuPage County Public Works, 421 N. County Farm Road, Wheaton, Illinois 60187.

SEWER – HINSDALE SANITARY DISTRICT

If you are dealing with new development and the subject realty is within the jurisdiction of the Hinsdale Sanitary District, you must submit a copy of a letter that you have sent to the Sanitary District notifying them of your proposal. Letters shall be directed to Mr. Carl T. Blomgren Jr., Executive Director, Hinsdale Sanitary District, P.O. Box 179, Hinsdale, Illinois 60521.

HIGHWAY DEPARTMENT APPLICATIONS

If the project involves a new access or a change to an existing access on a state highway (such as Route 83) or a county highway (such as 75th Street or Plainfield Road), a highway permit is required from the appropriate agency. When such an application to the DuPage County Highway Department or the Illinois Department of Transportation is required, proof of a submitted application must be provided to the Village.

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT (SWCD) LAND USE OPINION

Any person who petitions the Village for a zoning change, special use permit, variation or a subdivision of vacant or agricultural lands within the Village shall file an application for a Land Use Opinion with the Kane-DuPage Soil and Water Conservation District. In these instances, proof of such an application filed with the Kane-DuPage Soil and Water Conservation District must be submitted to the Village. (Note: Some properties are already on file with the District and they may have an existing report for a particular property.)

**ILLINOIS DEPARTMENT OF CONSERVATION,
ENDANGERED SPECIES CONSULTATION**

The applicant shall file an application for an Endangered Species Consultation Agency Action Report with the Illinois Department of Conservation when there is a request to rezone land, approve a planned unit development, special use permit, and/or preliminary and final subdivision plats. The applicant should list the Village of Willowbrook as the agency name and 7760 Quincy Street, Willowbrook, IL 60527 as the address. Also list the Village Planner working on the case as the contact person on the application form so a copy of the response is returned to the Village. When such an application to the Illinois Department of Conservation is required, proof of a submitted application must be provided to the Village.

U.S. ARMY CORPS OF ENGINEERS WETLANDS PERMIT

If the proposed development involves construction, dredging or modification of a regulatory wetland area, the applicant must file an application for a Joint Regulatory Review Wetlands Permit with the U.S. Army Corps of Engineers. The applicant may be required to submit additional studies and proposed mitigation efforts in order to receive a permit. When such an application to the U.S. Army Corps of Engineers is required, proof of a submitted application must be provided to the Village.

EXHIBIT A

Legal Description of Shopping Center Parcel

LOT 1 IN WILLOWBROOK COMMONS SUBDIVISION, BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1974 AS DOCUMENT R74-54447 IN DUPAGE COUNTY, ILLINOIS

PIN: 09-27-402-008-000

sit our World-Wide Web site at: <http://www.stewart.com>

POLICY OF TITLE INSURANCE ISSUED BY

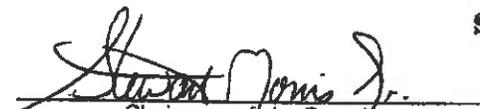
STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

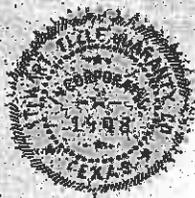

Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


Authorized Signatory



Com

City,

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

STEWART TITLE
GUARANTY COMPANY
(Hereinafter referred to as the "Company")

OWNER'S POLICY - SCHEDULE A

STCI File Number: 407245
Policy Number: O-9993-3713375
Date of Policy: December 28, 2004
Amount of Insurance: \$5,500,000.00

1. Name of Insured:

305-341 75th Street (Willowbrook), L.L.C., a Delaware limited liability company

2. The estate or interest in the land which is covered by this policy is:

Fee Simple as to Parcel 1; Easement as to Parcel 2

3. Title to the estate or interest in the land is vested in:

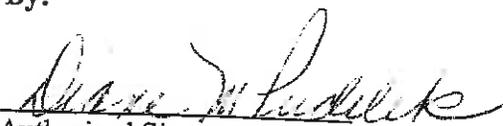
305-341 75th Street (Willowbrook), L.L.C., a Delaware limited liability company

4. The land referred to in this policy is described as:

Parcel 1: Lot 1 in Willowbrook Commons Subdivision, being in the Northeast Quarter of the Southeast Quarter of Section 27, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded October 23, 1974 as document R74-54447, in DuPage County, Illinois.

Parcel 2: All right, title and interest in and to that certain easement created pursuant to Revised Joint Grant of Easement filed for record on November 14, 1979 as document R79-102987.

By:


Authorized Signature

STEWART TITLE

GUARANTY COMPANY

(Hereinafter referred to as the "Company")

OWNER'S POLICY - SCHEDULE B

STCI File Number: 407245
Policy Number: O-9993-3713375

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

STANDARD EXCEPTIONS:

1. (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records.

ADDITIONAL EXCEPTIONS:

1. General real estate taxes for the year(s) 2004 and subsequent years.
Permanent Index Number: 09-27-402-008
Note: The taxes for the year(s) 2004 are not yet due and payable.
2. Easement for public utilities and drainage over, upon and under the West 5 feet of the land as shown on the underlying plat of Palatial Hills Subdivision recorded March 2, 1966 as document R66-7097 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
3. Easement for public utilities and service drive over, upon and under the South 12 feet of the land as shown on the underlying plat of Palatial Hills Subdivision recorded March 2, 1966 as document R66-7097 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
4. Easement for public utilities and drainage over, upon and under the West 5 feet of the land as shown on the plat of Willowbrook Commons recorded October 23, 1974 as document R74-54447 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.

By:


Authorized Signature

**SCHEDULE B
OWNER'S POLICY
STCI File No.: 407245**

5. Easement for public utilities, service drive and drainage over, upon and under the South 17 feet of the East 323 feet, the South 12 feet (except the East 323 feet), and the South 56.33 feet of the West 12 feet of the East 333 feet of the land as shown on the plat of Willowbrook Commons recorded October 23, 1974 as document R74-54447 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
6. Easement disclosed by plat of easement grant recorded November 1, 1978 as document R78-105177 in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, there successors and/or assigns, over, upon and under land and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
7. Terms, conditions and provisions contained in the Revised Joint Grant of Easement recorded November 14, 1979 as document R79-102987 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
8. Terms, conditions and provisions contained in the Declaration of Agreement of Access Easement and Right of Ingress and Egress recorded July 24, 1989 as document R89-88527 and as reflected on the Survey dated December 1, 2004 by Thomas R. Knauber, Order No. 04-064.
9. Terms, conditions and provisions contained in Traffic Control Agreement passed as Village of Willowbrook Resolution 93R-05 recorded February 9, 1993 as document R93-27035 and Resolution 03-R-46 recorded October 21, 2003 as document R2003-404827.
10. Rights of retail tenants in possession, as retail tenants only, pursuant to written by unrecorded rental of lease agreements, without rights or options to purchase insured property. Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage
10. Rights of retail tenants in possession, as retail tenants only, pursuant to written by unrecorded rental of lease agreements.
11. Rights of the adjoining owners to the concurrent use of the easement described as Parcel 2.
12. Terms, provisions and conditions contained in Lease by and between Yale Development Company, Inc., lessor, and Dominick's Finer Foods, Inc., as assignee of Lucky Stores, Inc., lessee, dated October 4, 1973 and recorded November 7, 1973 as document R73-69237 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
13. Consent and Agreement dated December 7, 2004 and recorded December 28, 2004 as document number R2004-322488, made by 305-341 75th Street (Willowbrook), L.L.C., a Delaware limited liability company, to Column Financial, Inc., a Delaware corporation.

By:



Authorized Signature

**SCHEDULE B
OWNER'S POLICY
STCI File No.: 407245**

14. Subordination, Non-Disturbance and Attornment Agreement dated December 3, 2004 and recorded December 28, 2004 as document number R2004-322489.
15. Mortgage, Security Agreement and Fixture Financing Statement dated December 7, 2004 and recorded December 28, 2004 as document number R2004-322485, made by 305-341 75th Street (Willowbrook), L.L.C., a Delaware limited liability company, to Column Financial, Inc., a Delaware corporation, to secure an indebtedness of \$3,300,000.00 and such other sums as provided therein.
16. Assignment of Leases and Rents dated December 7, 2004 and recorded December 28, 2004 as document number R2004-322486, made by 305-341 75th Street (Willowbrook), L.L.C., a Delaware limited liability company, to Column Financial, Inc., a Delaware corporation.
17. Security interest of Column Financial, Inc, secured party, in certain described chattels on the land, as disclosed by Financing Statement executed by 305-341 75th Street (Willowbrook), L.L.C., debtor, and filed on December 28, 2004 as document number R2004-322487.

*******END OF SCHEDULE B*******

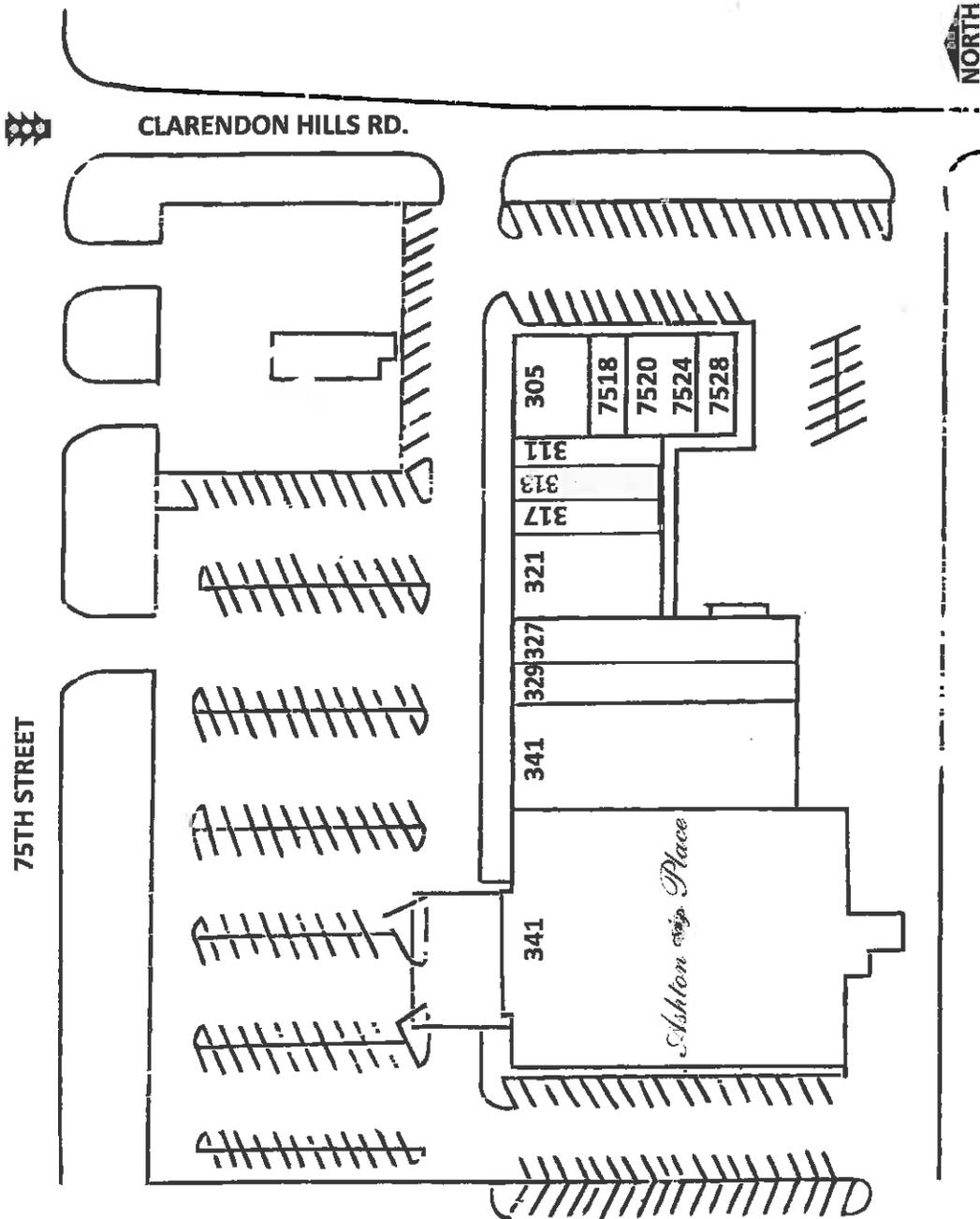
By:



Authorized Signature

WILLOW COMMONS

75TH STREET & CLARENDON HILLS ROAD - WILLOWBROOK, IL



Tenant	#	Area
Dr. Schuberth	305	2,202
Famous Nails	311	1,560
Top Driver	313	1,640
Sunny Side Up Tan Spa	317	1,640
Malahini Restaurant	321	3,895
Vacant	327	4,024
Accelerated Rehab Centers	329	3,953
Get Fast	337	8,580
Ashton Place	341	26,873
Quick Mart	7518	970
Center Cleaners	7520 & 7524	2,068
Dairy Queen	7528	1,092
Total Leased		54,473
Total Vacant		4,024
Total GLA		58,497

Schulz
 PROPERTIES, LTD. Kristian Lee
 815.954.1749

1007 Curtiss St. | Ste. 7
 Downers Grove, Illinois 60515
 630.737.1200



613 Landwehr Road
Northbrook, Illinois 60062

P: 224.406.9313
F: 847.439.7597

March 4, 2013

Subject: Construction Schedule for 313 75th St., Willowbrook, IL

Cosmetic only – paint and carpet

For further information, please contact Paul Zalatoris at (224) 406-9313.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A PROCLAMATION HONORING WILLIAM JOSEPH TREFELNER FOR HIS ACCOMPLISHMENTS

AGENDA NO.

5j

AGENDA DATE: 4/22/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE: *Cindy Stuchl*

LEGAL REVIEW: DNA

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: *T. Hall*

REVIEWED & APPROVED BY COMMITTEE: YES N/A

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

Mayor Napoli advised that William Trefelner is an outstanding example of what a person can do for themselves living with a disability and wished to honor him.

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

None.

ACTION PROPOSED: ADOPT THE PROCLAMATION

Village of Willowbrook

Proclamation

WHEREAS, William “Bill” Joseph Trefelner has been a resident of Willowbrook for over 40 years; and

WHEREAS, Bill has been a dependable employee of Spectrum Vocation Workshop in Downers Grove for over 20 years and his specialty is working with recycling. Spectrum offers training and vocational opportunities for teens and adults with developmental disabilities; and

WHEREAS, Bill has been a devoted member of Our Lady of Peace Parish for over 25 years where he has become a great asset as a greeter by welcoming parishioners and cheerfully assists the congregation who have needs; and

WHEREAS, Bill is a dedicated patron of the Indian Prairie Library where he checks out books, CD’s, and DVD’s on his favorite subjects of transportation, travel, and mechanics. He is a loyal attendee to the concerts held at the library; and

WHEREAS, the Village of Willowbrook wishes to honor William Joseph Trefelner for his accomplishments; and

NOW, THEREFORE, I, Robert A. Napoli, Mayor of the Village of Willowbrook, do hereby recognize William Joseph Trefelner’s dedication to his family, his church, his work, and to the Willowbrook community.

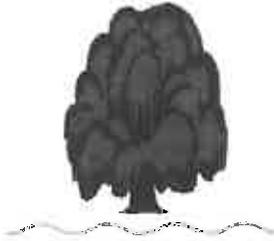
I call upon the Board of Trustees, Village staff and citizens of the Village of Willowbrook to recognize and congratulate William Joseph Trefelner for his dedication, devotion, and contributions to the community.

Proclaimed this 22nd day of April, 2013

Attest:

Mayor

Village Clerk



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Mr. & Mrs. Syed Ali
318 Hiddenbrook Ln
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 251520.000
Delinquent Water Bill

Dear Mr. & Mrs. Ali:

Please be advised that your water bill is now delinquent in the amount of \$126.18. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"



Village of Willowbrook

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Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. & Mrs. Allan Cameron
6415 Bentwood Ln
Willowbrook Il 60527

Re: Account No. 251045.000
Delinquent Water Bill

Dear Mr. & Mrs. Cameron:

Please be advised that your water bill is now delinquent in the amount of \$147.66. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



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Willowbrook, IL 60527-5594

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March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. Paul Hauppa/Ms. Diana Labianco
528 Ridgemoor Dr
Willowbrook Il 60527

Re: Account No. 253390.006
Delinquent Water Bill

Dear Mr. Hauppa & Ms. Labianco:

Please be advised that your water bill is now delinquent in the amount of \$168.00. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



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Village of Willowbrook

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March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. & Mrs. John McDevitt
6435 Garfield Ridge Ct
Willowbrook Il 60527

Re: Account No. 253070.000
Delinquent Water Bill

Dear Mr. & Mrs. McDevitt:

Please be advised that your water bill is now delinquent in the amount of \$81.49. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

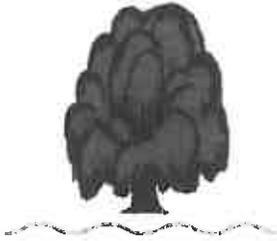
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. George Schwertfeger
6306 Martin Dr
Willowbrook Il 60527

Re: Account No. 250075.000
Delinquent Water Bill

Dear Mr. Schwertfeger:

Please be advised that your water bill is now delinquent in the amount of \$85.18. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

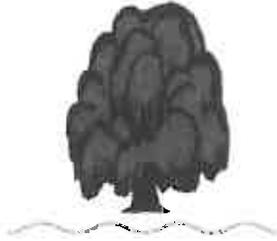
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



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Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Ms. Tracy Walsh
133 Chaucer Ct
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 250570.001
Delinquent Water Bill

Dear Ms. Walsh:

Please be advised that your water bill is now delinquent in the amount of \$122.53. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

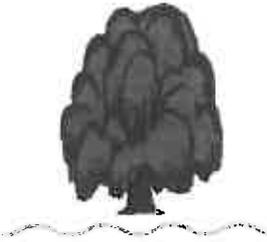
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"



Village of Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Worldwide Transmission Group
585 Executive Dr
Willowbrook Il 60527

Re: Account No. 410210.004
Delinquent Water Bill

Dear Owner/Manager:

Please be advised that your water bill is now delinquent in the amount of \$647.46. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



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Village of Willowbrook

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Willowbrook, IL 60527-5594

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

March 29, 2013

Mayor

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Mr. & Mrs. Richard Zenner
125 Waterford Dr
Willowbrook Il 60527

Re: Account No. 250850.001
Delinquent Water Bill

Dear Mr. & Mrs. Zenner:

Please be advised that your water bill is now delinquent in the amount of \$177.06. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp



"A Place of American History"

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Amending Special Use Permit No. 12-25, as approved in Ordinance No. 12-O-25, which was an amendment to special use permit 88-23, as approved in Ordinance No. 88-O-23 and amended in Ordinance 88-O-46 and Ordinance 88-O-17: Authorizing a Minor Change to a PUD to Revise certain conditions outlined in Ordinance 12-O-25. 500 Joliet Road/Willowbrook Centre PUD.

AGENDA NO. 7

AGENDA DATE: 04/22/13

STAFF REVIEW: Jo Ellen Charlton, Planning Consultant

SIGNATURE:

Jo Ellen Charlton (jo)

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:

William Hennessy

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM/COMMENTARY):

In November 2012, the Village approved Ordinance 12-O-25, authorizing a major change to a PUD to allow for a vocational trade school user at 500 Joliet Road. This ordinance also contained conditions that regulated how the remaining space in the building could be utilized since the vocational school user would be occupying 220 of the 308 available parking spaces. The restrictions imposed were based on the best information available to the applicant at the time. The applicant has now identified a user that wishes to use the remaining space in a manner not allowed by the conditions outlined in Ordinance 12-O-25. The proposed user is the structural engineering firm, Raths, Raths & Johnson (RRJ), who currently occupies a building at 835 Midway Drive in Willowbrook. They have outgrown their existing space and wish to expand in Willowbrook. RRJ is a forensic engineering firm whose clients include those who need to understand why certain engineered products have failed. As a result, the business has needs for a lot of testing and storage space. Staff has evaluated this user's parking requirements based on the distribution of office and storage space and has determined that there will be no negative impact on parking. The changes necessary to the ordinance to accommodate this user are classified by the Willowbrook Zoning Ordinance as a minor change to the PUD, which is subject to Village Board approval, but without the requirement of a recommendation from the Plan Commission. Similar to the last ordinance, the proposed ordinance contains certain conditions to ensure adequate parking for future tenants.

Approval of the Ordinance will allow RRJ to occupy the entire second floor (22,400 square feet) of the 500 Joliet Road building as well as 5,750 square feet on the first floor, which will only be used for storage and forensic engineering testing. Certain parts of the second floor will also be used for storage. If approved, RRJ will join ETI, the vocational trade school use previously approved in November, and the building will be fully leased.

ACTION PROPOSED:

Staff recommends approval of the attached ordinance which makes revisions to Ordinance 12-O-25 that will allow RRJ to occupy the entire second of the building as well as 5,750 square feet on the first floor. Included in the ordinance are conditions that ensure adequate parking as well as require certain physical improvements to the site so that it complies with the Zoning Ordinance.

ORDINANCE NO. 13-O-_____

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 12-25 AS APPROVED
IN ORDINANCE 12-O-25,
WHICH WAS AN AMENDMENT TO SPECIAL USE PERMIT 88-23, AS APPROVED
IN ORDINANCE NO. 88-O-23
AND AMENDED IN ORDINANCE 88-O-46 AND ORDINANCE 88-O-17

WHEREAS, on or about April 5, 2013, John L. Stoetzel, c/o Illinois Industrial Properties, Inc. (hereinafter "APPLICANT") and authorized agent for the property owner known as Chicago Title Land Trust Company, as Trustee U/T/A dated 3-5-98 (Trust Number 123910-09) (hereinafter "OWNER"), filed an application with the Village of Willowbrook with respect to the property legally described in Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, pursuant to 9-13-4(C)6(b) of the Willowbrook Zoning Ordinance, said application requested a Minor Change to the PUD previously approved in Ordinance Number 12-O-25, attached hereto as Exhibit "B"; and

WHEREAS, on November 26, 2012, Ordinance 12-O-25 was approved by the Willowbrook Village Board as a major change to the PUD authorized by special use permit 88-23, as approved in Ordinance No 88-O-23, and amended in Ordinance 88-O-46 and Ordinance 88-O-17; and

WHEREAS, Section 4, Paragraphs B, C, D, E, and G of Ordinance 12-O-25 regulates how the remaining space in the SUBJECT

REALTY not dedicated to a vocational school tenant can be utilized in order to ensure adequate parking for all current and future tenants in the SUBJECT REALTY; and

WHEREAS, Applicant has requested that the space not dedicated to a vocational school tenant on the SUBJECT REALTY be utilized in a manner not permitted by Ordinance 12-0-25; and

WHEREAS, Applicant's request to modify the provisions of Ordinance 12-0-25 will not create parking demand that exceeds the 308 total number of existing parking spaces on the SUBJECT REALTY; and

WHEREAS, pursuant to 9-13-4(C)6(b), Applicant's request is considered a "minor change" to a PUD, and is subject to the approval of the Mayor and Board of Trustees by ordinance without the requirement of any further public hearing;

WHEREAS, the Mayor and Board of Trustees now determine it would be in the best interest of the Village to grant the requested minor change to the PUD, subject to the terms and conditions established by this Ordinance.

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

SECTION ONE: Pursuant to 9-13-4(C)6(b), a minor change to Ordinance 12-0-25 is hereby approved by amending Section One

and Section Four of Ordinance 12-0-25 in their entirety as follows:

"SECTION ONE: That Special Use Permit No. 88-23, passed and approved in Ordinance No. 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-23, is hereby further amended to allow a vocational trade school use to occupy up to 53,600 square feet of space on the first floor of the SUBJECT REALTY in spaces identified as "1 North", "1 Northwest", or "1 West" in Exhibit D attached hereto."

"SECTION FOUR: That the approvals granted in Sections One, Two and Three of this Ordinance are expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The Vocational Trade School use is intended to accommodate Environmental Technical Institute (ETI), which trains HVAC and welding professionals. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize similar users in writing or require authorization by the Village Board subject to a major or minor change PUD process.
- B. The space identified as "Common" on the 1st Floor in Exhibit D attached hereto, may only be utilized as common space by tenants in the building.
- C. The space identified as "1 West" in Exhibit D attached hereto, consisting of approximately 5,750 square feet, more or less, shall only be utilized for

warehouse, storage and similar uses as long as the parking requirements pursuant to the Zoning Ordinance do not exceed five (5) parking spaces; or it may be absorbed as additional space for the vocational trade school.

- D. The space identified as 2 East/West in Exhibit D attached hereto, may be utilized for a combination of office, storage, lab and testing so long as the space is divided into functional uses in a manner where the collective number of parking spaces required by Title 9 of the Village Code does not exceed 83 parking spaces, or the Village is provided with copies of valid duly executed leases for all tenant spaces in the SUBJECT REALTY that specifies the number of parking spaces for each tenant, and that the sum of each tenant's parking requirement does not exceed a total of 308 parking spaces.
- E. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
- F. The Joliet right-of-way area located north of the existing Joliet pavement, between Griffin Drive and Madison shall be improved prior to any certificates of occupancy for the SUBJECT REALTY to provide a consistent two foot wide stone shoulder north of the pavement, with all other area north planted with new sod. The Village will assist in the enforcement of No Parking restriction to help prevent damage to this improvement.
- G. The Landscape Plan is approved for modifications only for areas east of Griffin Drive and shall be completed prior to the issuance of any certificates of occupancy on the SUBJECT REALTY. All other landscaping shall conform to previously approved plans.
- H. The Floor Plan Exhibit shall be dated November 7, 2012."

SECTION TWO: Exhibit D attached to Ordinance 12-0-25 is hereby amended in its entirety and replaced by the exhibit attached hereto as Exhibit C.

SECTION THREE: That the approvals granted herein are expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. Building permits shall not be issued until engineering plans for all outdoor site work identified on the Site Plan entitled "500 Joliet Road", prepared by Survey Systems of America, Inc., dated April 3, 2013 attached hereto as Exhibit D, have been submitted and approved by the Village of Willowbrook; and no certificate of occupancy shall be authorized until all work has been constructed and approved by the Village of Willowbrook.
- B. In lieu of providing engineering details and constructing any required improvements associated with the "New Trash Enclosure" designated on the Site Plan attached hereto as Exhibit D, tenant may elect to store trash inside the loading dock area at all times, except when being serviced by an authorized waste hauler.
- C. Trucks utilizing the loading area for the space identified as "1 West" shall park only in accordance with the "Detail" shown on the Site Plan attached hereto as Exhibit D and shall not extend into any drive aisle or automobile maneuvering area.

SECTION FOUR: That the several terms and conditions contained in Special Use Permit No. 88-23, as passed and approved in Ordinance No. 88-0-23, and as amended in Ordinance 88-0-46, Ordinance 88-0-17, and Ordinance 12-0-25 to the extent not

expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

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

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

PASSED and APPROVED this 22ND day of April 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THE AREA LYING EAST OF GRIFFIN PRIVATE DRIVE ON LOT 1 IN WILLOWBROOK CENTRE ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1989 AS DOCUMENT R89-157289, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-404-027

Commonly Known As: 500 Joliet Road, Willowbrook, IL 60527

EXHIBIT "B"

ORDINANCE 12-C-25

ORDINANCE NO. 12-0-25

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 88-23
AS APPROVED IN ORDINANCE NO. 88-0-23
AND AMENDED IN ORDINANCE 88-0-46 AND ORDINANCE 88-0-17
AUTHORIZING A MAJOR CHANGE TO A PUD TO ALLOW A
VOCATIONAL TRADE SCHOOL NOT TO EXCEED 51,000 SQUARE FEET IN THE
500 JOLIET ROAD BUILDING AND ASSOCIATED APPROVALS AND RELIEF
WILLOWBROOK CENTRE PUD

WHEREAS, on or about October 15, 2012, John L. Stoetzel, Illinois Industrial Properties, Inc. as applicant and authorized agent for the property owner known as Chicago Title Land Trust Company, as Trustee U/T/A dated 3-5-98 (Trust Number 123910-09), filed an application with the Village of Willowbrook with respect to the property legally described in Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, pursuant to 9-13-4(C)6(a)(5) of the Willowbrook Zoning Ordinance, said application requested a Major Change to the PUD previously approved in Ordinance Number 88-0-23 and amended in Ordinance 88-0-46 and Ordinance 88-0-17, to allow changes in the types of permitted land uses in order to allow a vocational trade school use in the M-1 Light Manufacturing Zoning District, to authorize a new landscape plan on part of the Subject Realty, and allow only one loading dock instead of the two required for the 500 Joliet Road building; and

WHEREAS, due Notice of the required Public Hearing was published on or about October 19, 2012, in The Suburban Life,

being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 7th day of November, 2012, the Plan Commission of the Village conducted a Public Hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, was forwarded to the Mayor and Board of Trustees on November 12, 2012, said recommendation being attached hereto as Exhibit "B" and by this reference, incorporated herein; and,

WHEREAS, the Mayor and Board of Trustees now determine it would be in the best interest of the Village to grant the requested relief, subject to the terms and conditions established by this Ordinance, which include additional conditions than recommended by the Plan Commission that will ensure adequate parking for all users in the 500 Joliet building; and

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

SECTION ONE: That Special Use Permit No. 88-23, passed and approved in Ordinance No. 88-0-23 and amended in Ordinance 88-O-46 and Ordinance 88-O-23, is hereby further amended to allow a vocational trade school use not to exceed 51,000 square

feet to locate on the Subject Realty in the building commonly known as 500 Joliet Road.

SECTION TWO: That the Landscape Plan, consisting of Sheet L1 labeled "Tree Preservation Plan" and Sheet L2 labeled "Landscape Renovation Plan", prepared by Trippiedi Design, dated October 15, 2012, and latest revision dated October 23, 2012, attached hereto and incorporated herein as Exhibit "C", be and the same is hereby approved.

SECTION THREE: That a waiver from Section 9-10-4(H) of the Zoning Ordinance to allow only one loading dock instead of the two required for the 500 Joliet Road building is hereby approved and allowed only in conjunction with a vocational trade school use being located in said building.

SECTION FOUR: That the approvals granted in Sections One, Two and Three of this Ordinance are expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. The Vocational Trade School use is intended to accommodate Environmental Technical Institute (ETI), which trains HVAC and welding professionals. Similar vocational trade schools may be allowed subject to interpretation by the Village Administrator, who may either authorize similar users in writing or require authorization by the Village Council subject to a major or minor change PUD process.
- B. The space identified as "1 West" in Exhibit D attached hereto, consisting of 4,000 square feet may only be utilized for warehouse, storage and similar uses as long as the parking requirement pursuant to the Zoning

- Ordinance does not exceed 8 parking spaces; or it may absorbed as additional space for the vocational trade school.
- C. The space identified as "2 East" in Exhibit D attached hereto, consisting of 3,000 square feet may not be leased, except that it may be absorbed as additional space for the vocational trade school.
 - D. The common space located east of lobby in Exhibit D attached hereto may only be utilized as common space by other existing tenants in the building.
 - E. The 2,700 square foot space identified as "1 Northwest", and the 16,300 square foot space identified as "2 West" in Exhibit D attached hereto may be utilized by any permitted use that does not exceed a parking space requirement of 1 space for every 225 square feet.
 - F. The parking space on the second story of the parking deck that extends into the drive aisle upon turning from the ramp shall be removed.
 - G. Up to two parking spaces located south of the existing garbage handling area may be modified to accommodate additional garbage handling upon written approval of the Village Administrator, subject to his approval of a site plan and related improvements.
 - H. The Joliet right-of-way area located north of the existing Joliet pavement, between Griffin Drive and Madison shall be improved to provide a consistent two foot wide stone shoulder north of the pavement, with all other area north planted with new sod. The Village will assist in the enforcement of No Parking restriction to help prevent damage to this improvement.
 - I. The Landscape Plan is approved for modifications only for areas east of Griffin Drive. All other landscaping shall conform to previously approved plans.
 - J. The Floor Plan Exhibit shall be dated November 7, 2012.

SECTION FIVE: That the several terms and conditions contained in Special Use Permit No. 88-23, as passed and approved in Ordinance No. 88-0-23, and as amended in Ordinance 88-0-46 and Ordinance 88-0-17, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION SIX: That the findings of fact attached hereto as Exhibit "E" are hereby adopted by the Mayor and Board of Trustees.

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

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

PASSED and APPROVED this 26TH day of November, 2012.



APPROVED:

Robert A. Napoli
Mayor

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Berglund, Davi, Kelly, Mistala, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "C"
Revised Exhibit "D" Ordinance 12-0-25

EXHIBIT D
Site Plan, 500 Joliet Road, prepared by Survey Systems of America,
Inc., dated April 3, 2013

WILLOWBROOK CENTRE

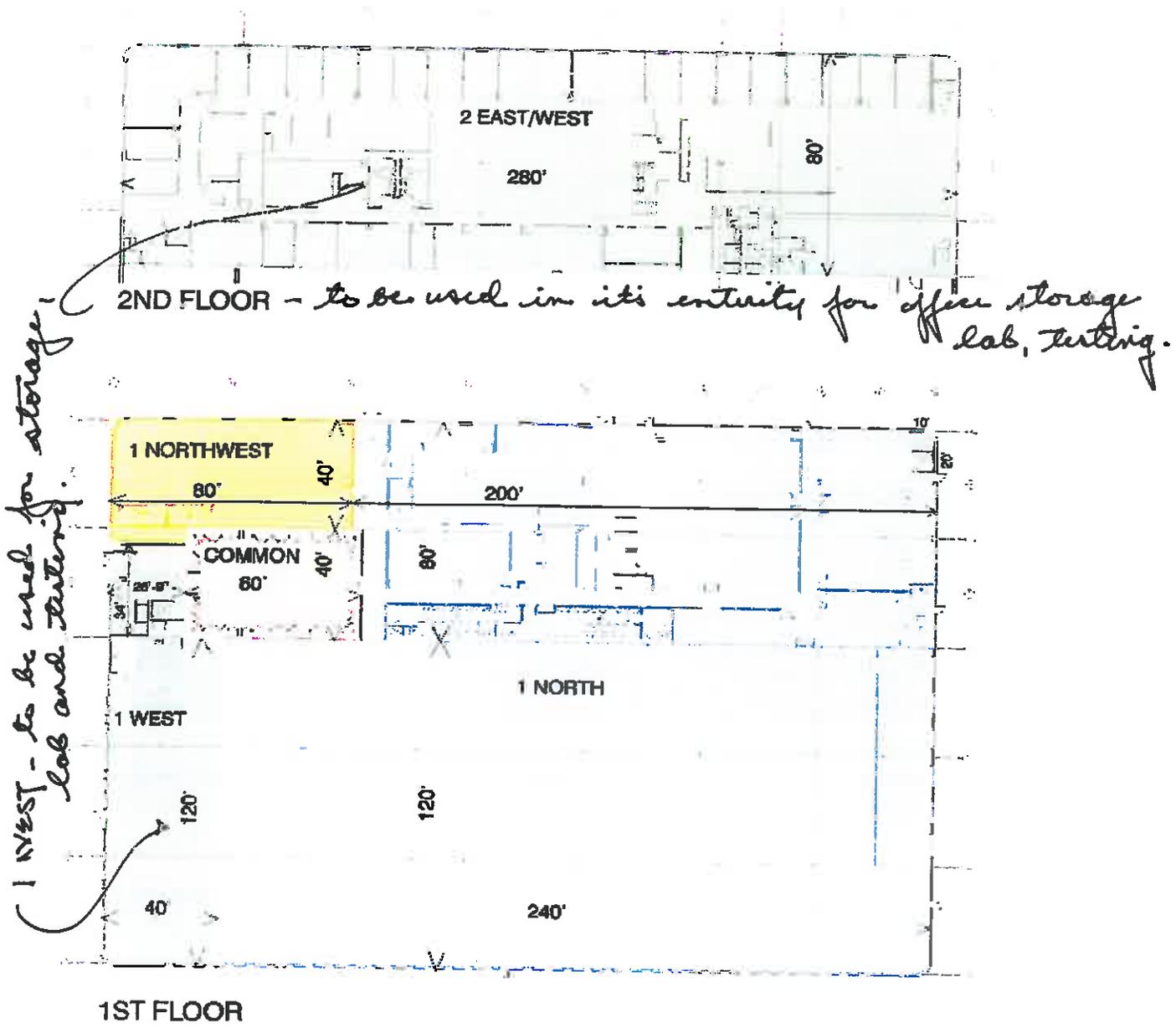
500 JOLIET ROAD

MODIFICATIONS OF:
EXHIBIT 'D', Ordinance # 12-0-25
 Dated 11/7/201

1 NORTH / 1 NORTHWEST FULLY LEASED TO ETI (TRADE SCHOOL) WITH LEASE STIPULATION FOR 220 CARS

2 EAST/WEST / 1 WEST FULLY LEASED TO RR&J WITH LEASE STIPULATION FOR 50 CARS

	AREA	PARKING ALLOCATION		
1 NORTH	44,450 SF	220	CARS	BASED ON Ordinance # 12-0-25 Included above
1 NORTHWEST	3,400 SF			
1 WEST	5,750 SF	5	CARS	BASED ON 4,800 SF of warehouse storage, lab & testing no allocation for Lobby
2 EAST/WEST	22,400 SF	83	CARS	
COMMON CONF	2,400 SF		CARS	No allocation
	<u>78,400 SF</u>	<u>313</u>	<u>CARS</u>	





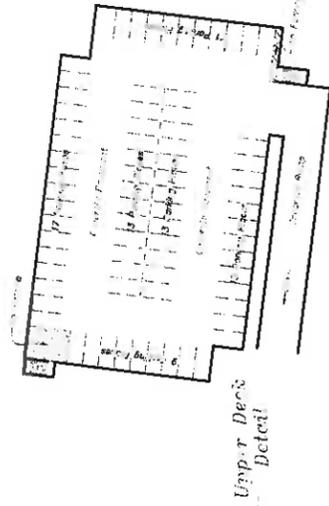
209 Parking Spaces
 9 Handicapped Spaces
 308 Total Parking Spaces

Note "A":
 Enclosed parking to accommodate the design of the building into multiple units.

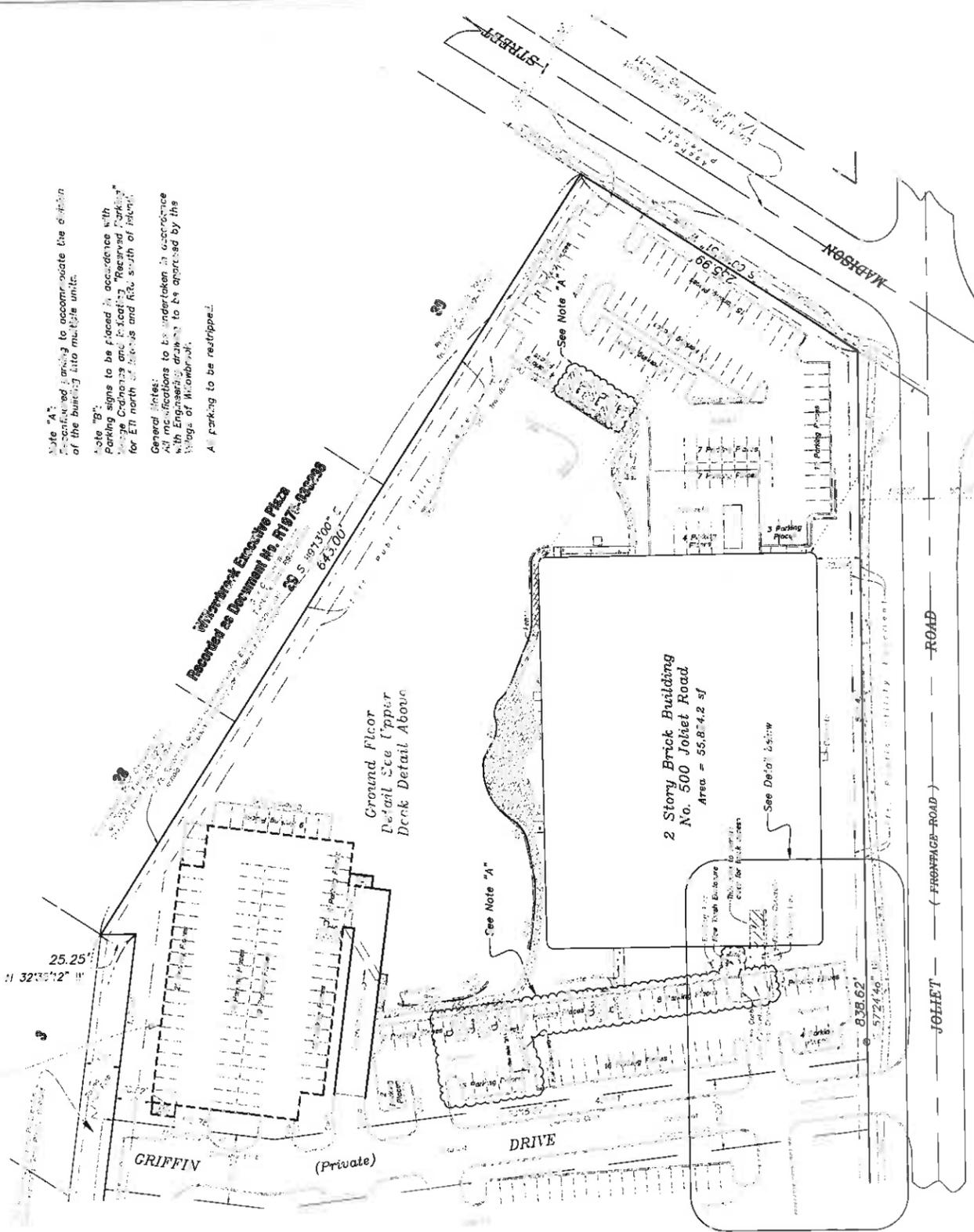
Note "B":
 Parking signs to be placed in accordance with Chicago Ordinance and Illinois "Reserved Parking" for EIT north of 56th and Red south of 60th.

General Notes:
 All modifications to be undertaken in accordance with Engineering drawings to be approved by the Village of Willowbrook.

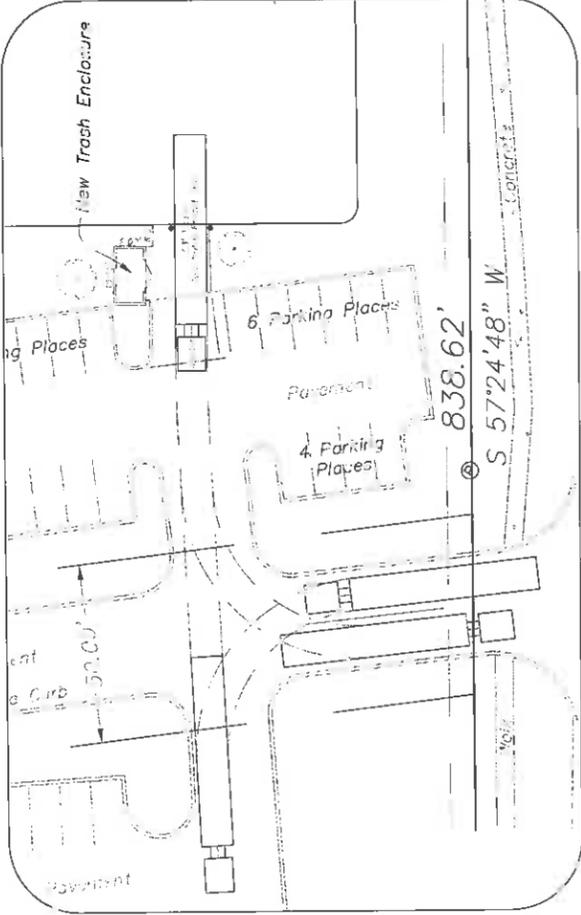
All parking to be restriped.



25.25'
 32'3 1/2" W



Detail



SITE PLAN
 500 Joliet Road

1-10198000
 500 Joliet Road
 JOLIET, ILLINOIS 61731-4200
 SURVEY SYSTEMS OF AMERICA, INC.
 1000 S. W. 10th St.
 P.O. BOX 8174
 FORT WORTH, TEXAS 76161-8174
 PHONE (817) 499-3770
 FAX (817) 499-3770

Drawn by: [Name] Date: [Date]

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 4 CHAPTER 2 SECTION 4-2-21(B)(29) – GENERAL

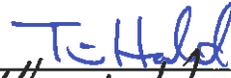
AGENDA NO.

8

AGENDA DATE: 4/22/13

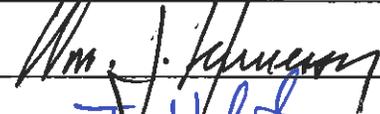
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:



LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES on April 8, 2013 NO N/A

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

On July 21, 2011 the Village Board passed Ordinance No. 11-O-10 amending Title 4 of the Village Code by adopting a new Building Code and associated set of model codes. The adoption of these model codes also include various amendments aimed at addressing local issues of importance.

One of the local amendments adopted requires that tenant separation walls in multi-tenant buildings be constructed as fire rated demising walls rather than merely partition walls. The intent of this local amendment was to ensure that the tenant demising walls constructed in strip centers were fire rated since different tenant use types would be located next to each other. The Fire District supported this amendment. However, an unintended result of this amendment was that multi-tenant office buildings also needed to construct fire rated walls between units that are all office uses.

We have received a concern from the owners of a local multi-tenant office building. The effect of our local amendment is that, due to the construction of this particular building, designing and constructing rated demising walls between tenants of the same use is difficult to build and thus expensive. It was not the intent of our amendment to require rated fire walls between similar type tenants in a sprinklered building.

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

Staff has held several meetings with the owners of the property in question, and concurs that the condition created by this particular amendment was unintended. We have since reviewed the amendment language and believe that an exception should be added to the section to eliminate the rated demising wall requirement in Use Group B (business) occupancies used primarily for offices. Smoke partition walls would be constructed instead of rated fire walls between office tenants, which is consistent with the requirements of the national model codes.

ACTION PROPOSED:

Pass Ordinance.

ORDINANCE NO. 13-O-____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK
TITLE 4 CHAPTER 2 SECTION 4-2-21(B)(29) – GENERAL

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 4, Chapter 2, Section 4-2-21(B)(29) of the Village Code of the Village of Willowbrook entitled “General” is hereby amended by inserting the following new language at the end of the section:

“Exception: Group B tenants located in buildings used primarily for office uses may be separated from each other by walls designed as smoke partitions”

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

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 22nd day of April, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. – RED-LIGHT CAMERA ENFORCEMENT SYSTEM

AGENDA NO. 9

AGENDA DATE: 4/22/13

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES on January 14, 2013 NO N/A

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

On March 24, 2008, the Village approved a five (5) year contract with LaserCraft to implement a red-light photo enforcement program. The system then went live in September 2009 and currently includes five (5) cameras at three (3) intersections. On June 8, 2010, LaserCraft was acquired by American Traffic Solutions (ATS), Inc., and the contract terms and conditions transferred to ATS. The initial contract was due to expire on March 24, 2013. On February 25th the Village Board granted a sixty (60) day contract extension to enable ATS to draft a new contract for our review. As part of the new contract, staff also requested that a provision be added to ensure that we are not bound to pay the full monthly fee during times when equipment is not operating properly.

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

A new 5-year contract was received from ATS and forwarded to the Village Attorney for review. Attorney Hennessy found no objections to the contract language. The monthly fees have not increased and will remain at \$4,495 per camera for years 1 thru 4, and a 2% increase in year 5. As we requested, the new contract includes a provision in Exhibit "B", Section 1.1.9 that ATS will repair a non-functional camera within seventy-two (72) hours of determination of malfunction, except for causes out of the vendor's control (e.g., severe weather, etc.). If the camera is not repaired within the 72 hour timeframe, the Village will be entitled to a credit of 1/30th of its monthly fee for each day the camera system is not repaired.

We have statistically tracked our local red-light program since its inception. Last year, we saw a slight reduction in traffic accidents at the intersections. Although this most recent year, we did not see a further reduction. With regard to violations, 97% of violators have received and paid only one violation. This indicates a low rate of repeat violators and a change in driver behavior. In addition, all three (3) of the intersections monitored in the program have seen decreases in violations. Since the start of the program, only 13% of violations have been issued to vehicles registered in the Willowbrook area. Staff would recommend that the contract to continue to operate a red-light photo enforcement program be renewed.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING
THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. –
RED-LIGHT CAMERA ENFORCEMENT SYSTEM

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement, attached hereto as Exhibit "A" and made a part hereof, between the Village of Willowbrook and American Traffic Solutions (ATS), Inc. to operate a Red-Light Camera Enforcement System.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: American Traffic Solutions (ATS), Inc., 1330 W. Southern Avenue, Tempe, Arizona, 85282.

ADOPTED and APPROVED this 22nd day of April, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

STANDARD PROFESSIONAL SERVICES AGREEMENT	1
I. DEFINITIONS	33
II. GENERAL TERMS AND CONDITIONS.....	44
1. ATS AGREES TO PROVIDE:	44
2. CUSTOMER AGREES TO PROVIDE:.....	44
3. TERM:.....	44
4. ASSIGNMENT:.....	4
5. FEES AND PAYMENT:	4
6. SITE SELECTION ANALYSIS:.....	55
7. COMMUNICATION OF INFORMATION:	55
8. CONFIDENTIAL INFORMATION:.....	55
9. OWNERSHIP OF SYSTEM:.....	55
10. INDEMNIFICATION AND INSURANCE:.....	5
11. STATE LAW TO APPLY:.....	77
12. DISPUTE RESOLUTION:.....	77
13. CHANGE ORDERS:.....	88
14. TERMINATION:.....	8
15. AMENDMENTS TO THE AGREEMENT:	9
16. LEGAL CONSTRUCTION:.....	9
17. PRIOR AGREEMENT SUSPENDED:.....	99
18. NO AGENCY:.....	99
19. EXCLUSIVITY:	9
20. FORCE MAJEURE:	99
21. TAXES:.....	10
22. NOTICES:.....	10
EXHIBIT A	11
SERVICE FEE SCHEDULE.....	11
EXHIBIT B	13
SCOPE OF WORK	13
1. ATS SCOPE OF WORK.....	1343
2. CUSTOMER SCOPE OF WORK.....	15
EXHIBIT C.....	19
DESIGNATED INTERSECTIONS	19
EXHIBIT D.....	20
DMV SERVICES SUBSCRIBER AUTHORIZATION.....	20
EXHIBIT E	21
NOTICE TO PROCEED WITH COLLECTION SERVICES	21

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

1. "**Approach**": One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Business Hours**": Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. "**Camera System**" or "**Camera**": A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. "Camera System" shall, where the context requires, also include any enclosure or cabinet and related appurtenances in which the equipment is stationed.
4. "**Change Order Notice**": Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
5. "**Change Order Proposal**": A written statement from ATS describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.
6. "**Citation**": A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axis.
7. "**Eligible Cameras**": Cameras for which ATS has been billing Customer for a minimum period of twelve (12) months.
8. "**Fees**": The amount payable by Customer to ATS for equipment, services, and maintenance as set forth in Exhibit "A".
9. "**Notice to Proceed**": Written confirmation from Customer that ATS may proceed with the installation of a given Camera System.
10. "**Owner**": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
11. "**Person**" or "**Persons**": Any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
12. "**Project Time Line**": The initial schedule and timelines required to begin the implementation of Customer's project, as mutually agreed upon by the Parties.
13. "**Violation**": A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without valid insurance.

II. GENERAL TERMS AND CONDITIONS

1. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit B, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit B, Section 2.

3. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the Effective Date. This Agreement will automatically extend for consecutive five (5) year terms. However, Customer or ATS may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

4. ASSIGNMENT:

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. The foregoing notwithstanding, upon written notice to the Customer, ATS may: (i) assign its rights or obligations hereunder to a parent corporation or an affiliate in which ATS or its parent corporation holds a controlling interest without the consent of the Customer; or (ii) assign its rights and obligations hereunder in connection with any transaction involving the merger, acquisition or consolidation of ATS or the sale of all or substantially all of its assets without the consent of the Customer. For purposes of this section, a "controlling interest" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of more than fifty percent (50%) of the outstanding voting securities or other interests, or by contract. This Agreement shall inure to the benefit of and bind successors and permitted assigns of the parties.

5. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Service Fee Schedule 1.

5.1 Customer shall pay all Fees due ATS based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances. If Customer is more than sixty (60) days past due on payments to ATS, ATS may, in its sole discretion, either (i) withhold all transfers/sweeps of violation payments to Customer until Customer becomes current on its payments or (ii) exercise any other remedies pursuant to Section 14.1(ii) of this Agreement for non-payment of Service Fees by Customer.

5.2 ATS' Fees will be fixed for the first four (4) years of the first term; thereafter, unit prices will increase annually by two percent (2%) per annum.

5.3 Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to ATS under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due ATS. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to ATS during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that term.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the

ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide ATS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due ATS shall be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the term of the Agreement. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per camera basis or on a per month basis.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) the Customer elects not to enforce all legally enforceable red light Violations; (2) the Customer elects not to pursue collections on unpaid Violations when contractually obligated to do so; (3) the Customer directs ATS to install a camera at a site where violation rates are projected by ATS to be below the rate required by ATS for an acceptable installation; or (4) the Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the business rules defined by the Customer prior to the start of the program.

6. SITE SELECTION ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each intersection Approach being considered for a Camera System. For any Approach recommended by the Customer, ATS may install a Camera System if a constructability analysis concludes an installation is feasible. ATS makes no representations or warranties that any violation rate estimates will be predictive of actual future traffic violation rates.

7. COMMUNICATION OF INFORMATION:

ATS will comply with reasonable requests for information obtained by ATS through operation of the Axis System. ATS reserves the right to assess a fee for such services.

8. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. However, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

9. OWNERSHIP OF SYSTEM:

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

10.1 Indemnification by ATS. Subject to Section 10.3, ATS agrees to indemnify the Customer and its managers, officers, directors, employees, agents, representatives and successors (individually a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence or willful misconduct of ATS, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the gross negligence or willful misconduct of any Customer Party.

- 10.2 Indemnification by Customer. Subject to Section 10.3, the Customer hereby agrees to indemnify ATS and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually an "ATS Party" and collectively, the "ATS Parties") against any and all Losses which may be imposed on or incurred by any ATS Party arising out of or related to the gross negligence or willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence or willful misconduct of ATS; (ii) any claim, action or demand (a "Claim") not caused by ATS' failure to perform its obligations under this Agreement; (iii) any Claim challenging the Customer's use of the Axis System, or any portion thereof; (iv) any Claim challenging the validity of the results of the Customer's use of the Axis System, or any portion thereof; or (v) any Claim challenging the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Axis System, or any portion thereof.
- 10.3 Indemnification Procedures. In the event of any Claim in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim; and no Party shall have the right to enter into any settlement agreement, or make any admissions of liability, without first: (a) notifying the other Party; (b) obtaining its written consent concerning any statements or conduct; and (c) permitting that Party's participation in settlement negotiations to ensure that said settlement agreement does not materially affect the other Party's ability to assert any claims or defenses against the involved third-party (or third-parties) to such settlement, or bind the other Party without its consent. Each Party acknowledges that their respective insurance providers may have the right to participate in such settlement negotiations.
- 10.4 Insurance. ATS shall maintain the following minimum scope and limits of insurance:
- 10.4.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 10.4.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. ATS shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.4.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 10.4.4 The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insureds.
- 10.4.5 Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the Effective Date of this Agreement. Such certificates shall show that the Customer will be notified in accordance with the policy language relating to

cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

10.4.6 The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.

10.5 Limited Liability. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

11. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each Party's home office location. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and upon a showing of substantial need by the Party seeking discovery.

12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:

(i) damages inconsistent with the Agreement; or,

(ii) punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum.

12.3 All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

12.4 Each Party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing Party as determined by the arbitrator. If a Party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other Party, enter a final and binding decision against the nonpaying Party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other Party in obtaining such decision, which decision may be entered in any court of competent jurisdiction.

Except for the failure of a Party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the Parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. CHANGE ORDERS:

The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice". Upon ATS' receipt of a Change Order Notice, ATS shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). Following the Customer's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit A shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 12 ("Dispute Resolution") of this Agreement. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein.

14. TERMINATION:

14.1 ATS' services may be terminated:

- (ii) By mutual written consent of the Parties; or
- (iii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement. Where Customer is in material breach of this Agreement for non-payment of Service Fees to ATS, then ATS may exercise any or all of the following remedies: (a) provide Customer written notice and ten (10) days to cure before suspending performance and turning off ATS' cameras; (b) withhold payments to Customer, as described in Section 5.1 above; (c) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (d) in addition to the foregoing, seek any other available remedies at law or equity.
- (iv) Termination under this subsection for any reason other than non-payment of Service Fees by Customer is subject to the condition that the terminating Party notifies the other Party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other Party fails to cure the default within forty-five (45) days after receiving written notice. In the event of Termination by ATS under this subsection for breach by Customer, Customer shall pay ATS an early termination fee based on a price of \$2,000 per Camera System for each month remaining in the then-current term. Example: Customer signs Agreement in March of year 1 and installs one (1) Camera System that same month. ATS terminates the Agreement for breach by Customer in January of year 5. Two (2) of the sixty (60) months remaining, Customer would owe ATS \$4,000 (\$2,000 x 2) for the early termination fee.

14.2 Upon termination of this Agreement, either for cause, except for termination by ATS for non-payment, or because it has reached the end of its term, the Parties recognize that the Customer will have to process Violations in the "pipeline", and that ATS accordingly must assist the Customer in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) The Customer shall cease using the Axis System to capture Violations.
- (ii) Unless it is unlawful to do so, ATS shall, for a period of ninety (90) days, continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee of \$2,750 per camera.

or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

21. TAXES:

At the time of execution of this Agreement, it is the understanding of the Parties that ATS' services provided hereunder are not subject to federal, state or local taxes including but not limited to excise, sales, use, property or similar taxes or charges. The Customer agrees to reimburse ATS for any such tax or charge if charged against ATS. If incurred, such taxes or charges may be invoiced at any time.

22. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the Parties at the following address:

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Village President

American Traffic Solutions, Inc.
1330 West Southern Avenue
Tempe, Arizona 85282
Attn: Legal Department

With copies to:

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

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Chief of Police

- (iii) The Customer shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) If ATS recovers the provided equipment, ATS shall remove any and all equipment or other materials ATS installed in connection with ATS' performance of its obligations under this Agreement, at no cost to the Customer, including but not limited to housings, poles and Camera Systems. ATS shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground conduit and other equipment shall not be required to be removed.

14.3 In the event of termination by ATS for non-payment of Service Fees by Customer, ATS shall cease processing violations as of the date of termination.

15. AMENDMENTS TO THE AGREEMENT:

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Services to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to Customer, ATS will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of ATS' compensation, which are mutually agreed upon by and between the Customer and ATS shall be incorporated in written amendments (herein "Amendments") to this Agreement. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein.

16. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

17. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understanding, written or oral, between the Parties respecting the written subject matter.

18. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents or servants of the Customer. This Agreement is not intended to create an agency relationship between ATS and Customer.

19. EXCLUSIVITY:

Customer agrees that it will not contract directly with another entity or person engaged in or offering any photo enforcement business, product, or services during the term of this Agreement.

20. FORCE MAJEURE:

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**
Fees are based on per camera and are as follows:

Fee: \$4,495 per camera/per month

Cost Neutrality. In no event shall the total amount invoiced exceed the total amount collected by the Village for the same invoice period.

To ensure cost neutrality to the Village, ATS shall issue a credit to the Village calculated monthly as follows: the difference between: (i) (the total aggregate number of Locations) times (\$4,495.00) and (ii) the actual revenue generated by Citations from all approaches.

Service Fees: Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance, and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and epayment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. This pricing applies to all cameras installed within the first twelve (12) months of the term of this Agreement.

ATS' monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service at <http://www.usps.com/prices/extra-services-prices.htm>.

2.0 **Optional Collection Services:**

ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with State Law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

In the event that Customer elects to have ATS provide collections services, Customer shall so notify ATS in writing. Customer agrees that, once ATS' collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from ATS through an amendment to this Agreement.

The Village agrees that executing the document in Exhibit E of this Agreement shall be an acceptance of this option by the Village and shall serve as a Notice to Proceed for ATS to begin Collections Services for the Village.

3.0 **Optional Annual Training Conference:** ATS provides a comprehensive user training conference (the "Conference") for active photo traffic safety and enforcement clients. The Conference's main focus is training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The Conference will be held in the Phoenix Metropolitan area. Customer shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

- 4.0 **Optional Public Relations Services:** ATS may provide additional public relations services upon written request by Customer. These services may include advertising, media relations, and public relations consultants. The fee for such services shall be mutually agreed upon based on the scope of the public relations services to be provided.
- 5.0 **Video Retrieval Fee:** ATS shall retrieve up to one (1) video per week at no cost to Customer. For all additional video retrievals, the fee is \$10.00 each.

EXHIBIT B
SCOPE OF WORK

1. ATS SCOPE OF WORK

1.1 ATS IMPLEMENTATION

- 1.1.1 ATS agrees to provide Camera System(s) and services to the Customer as outlined in this Agreement, excluding those items identified in Section II titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost.
- 1.1.2 The Customer and ATS will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. ATS agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 ATS will assist the Customer with Site Selection Analysis of candidate sites.
- 1.1.4 ATS will install Camera System(s) at a number of intersections or other locations to be mutually agreed upon between ATS and the Customer after completion of Site Selection Analysis, unless already identified in Exhibit C ("Designated Intersections") of this Agreement. In addition to any initial locations, the Parties may agree to add to the quantities and locations where Camera System(s) are installed and maintained.
- 1.1.5 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.6 ATS' in-house Communications Department will assist the Customer with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, ATS may provide public relations consultants, advertising, or media relations for an additional fee as described in Exhibit A, Service Fee Schedule.
- 1.1.7 ATS agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received Notices of Violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, ATS will provide a Frequently Asked Questions (F.A.Q.) page. ATS will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.8 ATS will provide technician site visits to each Camera System, as needed to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.9 ATS shall repair a non-functional Camera System within seventy-two (72) hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 20 in the General Terms and Conditions of this Agreement, or the Village shall be entitled to a credit of 1/30th of its monthly fee for each day the camera system is not repaired to good working order.
- 1.1.10 For any customer using ATS lockbox or epayment services, ATS will establish a dedicated demand deposit account. If Customer is more than sixty (60) days past due on payments to ATS, ATS may withhold all transfers/sweeps of violation payments to Customer until Customer becomes current on its payments. One time setup, monthly

merchant account servicing costs and nonsufficient funds fees shall be billed through to the Customer monthly.

- 1.1.11 ATS is authorized to charge, collect and retain a convenience fee of \$4.00 for each electronic payment processed. Such fee is paid by the violator.

1.2 ATS OPERATIONS

- 1.2.1 If a warning period is required, ATS shall provide the Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the Customer shall be responsible for the normal monthly Service Fee.
- 1.2.2 ATS shall provide the Customer with an automated web-based Citation processing system (Axisis) including image processing, first notice printing and mailing of Citation or notice of violation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. Each Citation or notice of violation shall be delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, ATS may also mail a Citation or notice of violation to the driver identified in the affidavit of non-liability or by rental car companies. Costs of certified mailings are priced separately and paid by the Customer for additional compensation to ATS as indicated in Exhibit A.
- 1.2.3 Subsequent notices, other than those specified in subsection 1.2.2 may be delivered by First Class or other mail means for additional compensation to ATS as agreed upon by the Parties.
- 1.2.4 ATS shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.5 ATS shall seek records from out-of-state vehicle registration databases and use such records to issue Notices of Violation for the Customer according to each pricing option. ATS assumes this responsibility as a named Customer's agent by signing of DMV Services Subscriber Authorization found in Exhibit D of this Agreement. ATS reserves the right to mail Notices of Violation to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.6 If Customer is unable to or does not desire to integrate ATS data to its adjudication system, ATS shall provide one on-line adjudication processing module, which will enable the adjudication function to review cases, related images, up to six (6) correspondences, and other related information required to adjudicate the disputed Violation. The system will also enable the Court staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of ATS data to the adjudication system are the responsibility of the Customer.
- 1.2.7 The Axisis System shall provide the Customer with the ability to run and print standard system reports. For any reports not readily available from the Axisis System, ATS shall provide a cost estimate to the Customer for providing such services.
- 1.2.8 During the twelve (12) month period following the installation of the first camera, upon ATS' receipt of a written request from the Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the Court or prosecutor, ATS shall provide the Customer with or train a local expert witness to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axisis System until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If an ATS expert witness is required more than two (2) times during the

twelve (12) month period, Customer shall reimburse ATS for any reasonable time and travel costs incurred for the additional dates.

- 1.2.9 In those instances where damage to a Camera System (or sensors where approved) is caused by (i) negligence on the part of ATS or its authorized agent(s), (ii) negligence or recklessness on the part of a driver, or (iii) severe weather or acts of God, ATS shall bear the cost of repair. For all other causes of damage, Customer shall reimburse ATS for the cost of repair.
- 1.2.10 ATS shall provide a help-line to assist the Customer with resolving any problems encountered regarding its Camera System and/or Citation processing. The help-line shall function during normal business hours.
- 1.2.11 As part of its Camera System, ATS shall provide violators with the ability to view Violations online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Court, may be directed to and processed by ATS and communicated to the Court via the Axisis transfer described above.
- 1.2.12 For video retrievals requested by Customer unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, ATS will provide up to one (1) video retrieval per week at no cost to Customer. For each additional video retrieval, Customer shall pay a fee, pursuant to Exhibit A ("Video Retrieval Fee").

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement the Customer shall provide ATS with the name, title, mailing address, email address and phone number of:
- a project manager with authority to coordinate Customer responsibilities under this Agreement
 - Municipal Court manager responsible for oversight of all Court-related program requirements
 - The Police contact
 - The Court contact
 - The person responsible for overseeing payments by violators (might be court)
 - The Prosecuting Attorney
 - The Village Attorney
 - The Finance contact (who gets the invoices and will be in charge of reconciliation)
 - The IT person for the police
 - The IT person for the courts
 - The Public Works and/or Engineering contact responsible for issuing any/all permits for construction
- 2.1.2 Within seven (7) business days of the Effective Date of this Agreement, the Customer shall provide ATS with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.1.3 The Customer and ATS shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The Customer shall make every effort to adhere to the Project Time Line.
- 2.1.4 The Customer shall direct the Chief of Police or approved alternate to execute the ATS DMV Services Subscriber Authorization (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting on behalf of the Customer for the

purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721(b)(1) and as may otherwise be provided or required by any provision of applicable state law.

- 2.1.5 The Customer is responsible for notifying ATS of any legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. ATS will not be responsible for any damages if not notified within the required time.
- 2.1.6 The Customer is responsible for all final jurisdictional issues.
- 2.1.7 Once a Notice to Proceed is granted to ATS in writing or by email, the Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses ATS for costs incurred up to the date the stop work order is issued.
- 2.1.8 Once a camera system is installed and certified by ATS as operational, it shall be immediately put into service. If a Camera is inactive for more than seven (7) days for any reason not caused by ATS, other than Force Majeure as provided in Section 18, the Customer shall pay a reduced fee of two thousand five hundred dollars (\$2,500.00) per camera per month.
- 2.1.9 Customer shall provide ATS all available intersection and speed-related accident reports and any applicable red light or speed violation reports for the three (3) years immediately prior to the installation of the first Camera System and on a quarterly basis going forward.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If the Customer requests that ATS move a Camera System to a new Approach after initial installation, the Customer shall pay for the costs to relocate the Camera System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall reimburse ATS for its lost revenue and any costs for moving or removing the Camera System. Customer may elect to reimburse ATS directly or ATS may recover its costs from program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any Camera System, Customer shall provide ATS information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for Camera System installation.
- 2.2.4 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and Customer shall reimburse ATS for such costs.
- 2.2.5 Customer understands that proper operation of the system requires access to traffic signal phase connections. Customer, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of the Customer, it shall be the Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by the Customer.
- 2.2.6 Customer understands that proper operation of the system sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture. Customer, therefore, shall provide free access to ATS to attach of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the system.

- 2.2.7 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. ATS may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, Customer will allow ATS to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse ATS) for obtaining/routing power. When access to power facilities is not under the jurisdiction of the Customer, it shall be the Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by the Customer
- 2.2.8 Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.9 Customer shall approve or reject ATS submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. The Customer shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any State and/or County agencies.
- 2.2.10 Customer, or any department of Customer, shall not charge ATS or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a Camera System. Customer shall also fund any and all needed State and/or County permits.
- 2.2.11 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to ATS and its subcontractor(s) within three (3) business days of plan approval. The Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any State and/or County agency.
- 2.2.12 If required by the submitted design for proper operation, Customer shall allow ATS to install vehicle detection sensors in the pavement of roadways within the Customer's jurisdiction, as permitted. The Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the State or County.
- 2.2.13 Customer shall allow ATS to build needed infrastructure into any existing Customer-owned easement.
- 2.2.14 If use of private property right-of-way is needed, Customer shall assist ATS in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by the Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.3.1 Customer shall process each potential Violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axis to determine which Violations will be issued as Citations or notices of violation. In the event that Customer fails to process potential Violations within this timeframe, ATS shall not be liable for failure to issue a notice or citation within statutory timeframes.
- 2.3.2 For optimal utilization, Customer workstation computer monitors for Violation review and approval should provide a resolution of 1280 x 1024.
- 2.3.3 For optimal data throughput, the Customer workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 Customer shall provide signatures of all authorized Law Enforcement users who will review events and approve Citations on forms provided by ATS.

2.4 COURTS OPERATIONS

- 2.4.1 If Customer does not provide payment processing services, Customer shall use ATS payment processing services. The fees for lockbox and epayment services are presented in Exhibit A.
- 2.4.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.4.3 Customer shall provide the specific text required to be placed on the Citation or notice of violation to be issued by ATS within thirty (30) days of the Effective Date of this Agreement.
- 2.4.4 Customer shall approve the Citation or notice of violation form within fifteen (15) days of receipt from ATS. ATS reserves the right to make non-substantive formatting or incidental changes to the Citation or notice of violation without approval by Customer.
- 2.4.5 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer citizens with questions regarding ATS or Axis technology and processes to websites and/or toll free telephone numbers provided by ATS for that purpose.
- 2.4.6 Where permissible under state law, Customer shall pursue delinquent collections of unpaid notices with an existing contractor or ATS within ten (10) days after expiration of a second notice.
- 2.4.7 Any potential, one time, direct costs to ATS to develop an interface between the Court system will be initially paid by ATS and any such cost will be reimbursed to ATS from collected revenues in addition to the Fees in Exhibit A, Service Fee Schedule 1.

2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.5.1 In the event that remote access to the ATS Axis System is blocked by Customer network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Execution of this Agreement shall serve as written Notice to Proceed by Customer for the installation of Camera Systems for all intersections designated as follows:

#	Direction	Street	Cross-Street
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ATS shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

This program may be implemented at additional intersections. Implementation and installation of any Approach is subject to Site Selection Analysis and engineering results and must be mutually agreed to by the parties. Approaches may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from Customer and engineering feasibility assessment. The intersections will be designated by the Customer, which designation will be based upon Police Department Staff review and an engineering analysis.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that Agreement between _____ American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____ and have the authority to empower American Traffic Solutions, Inc. to use ORI _____ for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

EXHIBIT E
NOTICE TO PROCEED WITH COLLECTIONS SERVICES

Date:
[city official]
[department]
[street address]
[city/state/zip]

Dear [city official]:

According to the Professional Service Agreement dated _____, [as amended on _____], between the City of _____ and ATS (the "Agreement"), please be advised that upon receiving a written notice to proceed from the City of _____, ATS will refer all unpaid and delinquent Automated Red Light Enforcement violation notices to Linebarger, Goggan, Blair & Sampson, LLP for collection activity on your behalf and in accordance with the terms and conditions of the Agreement.

Linebarger, Goggan, Blair & Sampson, LLP is a law firm specializing in collection services for governmental agencies across the country. ATS has a contractual relationship with Linebarger, Goggan, Blair & Sampson, LLP to provide professional collections services.

Your signature below shall provide ATS with a Notice to Proceed and serve as acknowledgement that Linebarger, Groggan, Blair & Sampson, LLP is a law firm that will perform collection services for delinquent Automated Red Light Enforcement violation notices.

CITY OF _____

Signature: _____

Print Name/Title: _____

Date: _____

Please sign, date and return via email or fax to: (xxx xxx-xxxx)

Regards,

Michael Bolton
Chief Operating Officer

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
MOTION TO APPROVE – FISCAL YEAR 2013/14 BUDGET

AGENDA NO. 10
AGENDA DATE: 04/22/13

STAFF REVIEW: Carrie Dittman,
Interim Director of Finance

SIGNATURE: Carrie Dittman

LEGAL REVIEW: N/A

SIGNATURE: N/A

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Included with the Board agenda packet is the final bound copy of the FY 2013/14 Budget document. The final budget incorporates all items discussed during the Board Budget Workshop held on March 18, 2013, along with subsequent budget related discussions.

The Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance. The appropriation ordinance provides the Village the legal authority to expend funds. The annual budget represents the Village's spending plan for the year. The appropriation ordinance must be passed within the first quarter of the fiscal year and a copy must be filed with the DuPage County Clerk within thirty (30) days of passage of the ordinance. The FY 2013/14 Appropriation Ordinance will be placed on the Board's agenda in June for consideration.

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

Staff also plans on submitting the Village's FY 2013/14 Budget to the Government Finance Officers Association (GFOA) as part of our application for the Distinguished Budget Presentation Award.

ACTION PROPOSED:

Approve the motion.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

DISCUSSION – PROPOSED AMENDMENTS TO SECTION 3-13-7 OF THE WILLOWBROOK MUNICIPAL CODE REGULATING SOLICITATION ON PRIVATE PROPERTY

AGENDA NO.

11

AGENDA DATE: 4/22/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:

Tim Halik

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:

William Hennessy

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:

Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

At the Board's last meeting on April 8th, one of the Trustees questioned the adequacy of the present text of Ordinance Section 3-13-7. Specifically, it was observed that the existing provisions of that Section regarding notice regulating solicitation on private property appeared not to suitably correspond or match the particular circumstances which are found in large, multifamily residential venues. After considering the merits of that Section's present text regarding "Notice Regulating Solicitation", it was determined that its treatment of the subject matter was wanting in a very important respect, namely: its acceptance of what amounts to a 'one size fits all' card notice which, while matched to the singular circumstances of a homesite or a business establishment, seemed to me entirely mismatched to the plural circumstances of a multifamily condominium complex.

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

Sub-Section (A) of the proposed Ordinance provides for private roadway sign notice for those multifamily condominium complexes accessed by private roadways. Sub-Section (B) provides for main entry door sign notice for those condominiums not having such private roadways. The notice signs provided for in Sub-Section (A) and (B) are both subject to administration, recordation and enforcement by the police department. Sub-Section (C) provides for entry door card notice for all other residential and non-residential land uses. This Section is also administered, recorded and enforced by the police department. Sub-Section (D) effectively recites that the aforesaid sign and card notices are sufficient to enforce Section 3-13-8 (Obedience to Notice on Premises); Section 3-13-9 (Uninvited Soliciting Prohibited); Section 3-13-10 (Duty to Leave Premises On Request); and, Section 3-13-11 (Aggressive Solicitation Prohibited). Any person owning, occupying and/or controlling any private property within this Village may post notice thereon consistent with this Section indicating whether or not solicitors are invited at said premises. The Village may then treat any solicitor's defiance of the notice given under this Section as an unlawful nuisance and impose such penalties against such solicitor as are set forth in Title 3, Chapter 13.

ACTION PROPOSED:

For discussion only.

ORDINANCE NO. 13-0-__

**AN ORDINANCE AMENDING SECTION 3-13-7 OF THE
WILLOWBROOK MUNICIPAL CODE BY ADDING
NOTICE PROVISIONS THERETO REGULATING
SOLICITATION ON PRIVATE PROPERTY**

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

SECTION ONE: That the present text of Section 3-13-7 of the Willowbrook Municipal Code be and is hereby amended as follows: (a) by deleting certain provisions from said text as are hereafter shown with a line drawn through the same, and (b) by adding certain provisions to said text as are hereafter shown with a line drawn beneath the same:

3-13-7: NOTICE REGULATING SOLICITATION:

~~Any person owning or occupying any premises within the Village may post a notice indicating whether or not solicitors are invited at said premises. Any such notice shall be given in the following manner:~~

~~(A) A weatherproof card, approximately three inches by four inches (3" x 4") in size shall be exhibited upon or near the main entrance door to the premises indicating the determination made by the owner or occupant, containing the applicable words, as follows:~~

~~1. "Only Solicitors Registered in Willowbrook Invited", or~~

~~2. "No Solicitors Invited".~~

~~(B) The letters shall be at least one third inch (1/3") in height. For the purpose of uniformity, the cards shall be provided by the chief of the police department to persons requesting same, at cost.~~

~~Such cards so exhibited shall constitute sufficient notice to any solicitor of the determination by the owner or occupant of the premises of the information contained thereon. (Ord. 82-O-43, 9-13-1982)~~

When used in this Section, the word "person" shall also include within its meaning a homeowners' association and the representative committee or board thereof having control over

a residential or non-residential common interest community, whether said community is a condominium, a planned community or a real estate cooperative.

Any person owning, occupying and/or controlling any private property within the Village may post notice thereon indicating whether or not solicitors are invited at said premises. Such notice shall be given in accordance with the following requirements:

(A) Private Roadway Sign Notice: In cases where the private premises to be affected by such notice are improved for use as multifamily residential dwelling buildings, accessed by vehicles over private roadways and controlled by a homeowners' association (HOA), the said association may post such sign notice at both the premises' private roadway intersection(s) with the surrounding public street system and at its private roadway intersection(s) with the premises' on-site, accessory parking facilities. At such locations, said notice shall be given by means of reflective, weatherproof signs approximately eight inches by eleven and one-half inches (8" x 11 ½ ") in size, having letters at least one inch (1") in height and displaying thereupon the following words: (1) "Only Solicitors Registered In Willowbrook Invited", or (2) "No Solicitors Invited".

Before posting any such sign notice upon the aforesaid premises, the homeowners' association thereof shall submit the following information in writing to the chief of the police department: a statement of the association's proposal to post such signs upon the premises; a specification of the number, size and location of each proposed sign; and, an exemplar of the exact words to be displayed upon every such sign. Upon the chief's receipt of this information, he or she shall then preliminarily determine and advise the association in writing whether the proposed signs satisfy the notice requirements of this Sub-Section (A). Upon the association's receipt of the chief's written advice that he or she has preliminarily determined that the proposed signs satisfy said requirements, it may then post the said signs upon the premises. The preliminary determination and advice of the chief that the association's proposed signs satisfy the notice requirements of this Sub-Section (A) is subject to his or her subsequent inspection and determination that said signs have since been posted in accord with said requirements.

(B) Main Entry Door Sign Notice: In cases where the private premises to be affected by such notice are improved for use as multifamily residential dwelling buildings, not accessed by vehicles over private roadways and controlled by a homeowners' association (HOA), the said association may post such sign notice upon or near the main entry doors of all the said buildings located thereon. At such locations, said notice shall be given by means of weatherproof signs approximately eight inches by eleven and one-half inches (8" x 11 ½ ") in size, having letters at least one inch (1") in height and displaying thereupon the following words: (1) "Only Solicitors Registered In Willowbrook Invited", or (2) "No Solicitors Invited".

Before posting any such sign notice upon the aforesaid premises, the homeowners' association thereof shall submit the following information in writing to the chief of the police department: a statement of the association's proposal to post such signs upon the premises; a specification of the number, size and location of each proposed sign; and, an exemplar of the exact words to be displayed upon every such sign. Upon the chief's receipt of this information, he or she shall then preliminarily determine and advise the association in writing whether the proposed signs satisfy the notice requirements of this Sub-Section (B). Upon the association's receipt of the chief's written advice that he or she has preliminarily determined that the proposed signs satisfy said requirements, it may then post the said signs upon the premises. The preliminary determination and advice of the chief that the association's proposed signs satisfy the notice requirements of this Sub-Section (B) is subject to his or her subsequent inspection and determination that said signs have since been posted in accord with said requirements.

(C) Card Notice: In all other cases where the use and control of private premises to be affected by such notice are other than as described in Sub-Sections (A) and (B) above, said notice may be posted by the owner or occupant upon or near the said premises' main entry door by means of a weatherproof card approximately three inches by four inches (3" x 4") in size, having letters at least one-third inch (1/3") in height and displaying the following words: (1) "Only Solicitors Registered In Willowbrook Invited", or (2) "No

Solicitors Invited". For the purpose of uniformity, the said cards shall be provided by the chief of the police department to persons requesting the same, at cost.

(D) Sufficiency of Notice: The posting upon private property of the sign or card notices referenced hereinabove in accordance with the applicable requirements of this Section shall constitute actual notification to all solicitors of the information conveyed thereupon by the person(s) owning, occupying and/or controlling said premises.

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

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

PASSED and APPROVED this 22nd day of April, 2013.

APPROVED:

Mayor

ATTEST

Village Clerk

ROLL CALL VOTE: **AYES:** _____
 NAYES: _____
 ABSTENTIONS: _____
 ABSENT: _____

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
MARCH 11, 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 6:01 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 January 14, 2013 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.
- b. After review of the draft minutes from the February 13, 2013 Special 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 – Annual Maintenance Contracts:

- a. Village Hall Janitorial Services Contract - Administrator Halik advised that 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 at an annual cost \$17,388.00/yr. Halik advised that staff is pleased with the services provided by Eco Clean, and 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 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. The Committee concurred with the staff recommendation.
- b. Landscape Fertilization Contract – Administrator Halik advised that the Village's landscape fertilization services contract includes turf fertilization and herbicide treatment of Village rights-of-ways, parks, and other specified facilities, such as the water tower sites, Village Hall, etc. In 2007 this scope of work was removed from the previous landscape maintenance, in other words 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. Halik advised that although staff is pleased with the services provided by

Spring-Green, at least one 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. Halik reviewed the potential schedule for moving forward with a public bid process for this contract. The Committee agreed that a public bid should be conducted to try to improve on pricing for this work.

- c. Landscape Maintenance Contract – Administrator Halik advised that the Village’s landscape maintenance services contract includes turf mowing of Village rights-of-ways, parks, and other Village facilities. 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. Halik advised that 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 -- no increase from the previous year. Halik shared that 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, including brush trimming, weed pulling, etc., which has been performed very satisfactorily as well. 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. Chairman Mistele said the requested increase was reasonable. Trustee Berglund agreed.
- d. Streetlight Maintenance Contract – Administrator Halik advised that the Village’s annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town. There are approximately 180 streetlights. 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. Halik advised that 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. Therefore, 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. The Committee was in agreement.

- a. Administrator Halik shared the monthly permit activity report for both January and February showing that we have taken in about \$27,000 in permit revenue in January, which is higher than usual, and about \$8,000 in February. In total, we have taken in about 165% of our FY2012/13 budgeted revenue to date.
- b. Administrator Halik shared the water system pumpage report. The report indicates that through February we have pumped about 27 million gallons more this year than we did in the same period last year. Overall we are tracking at about 87% of our pumpage projection eight months into the year, so we're about 4% over our projection.

6. VISITOR'S BUSINESS

(none)

7. COMMUNICATIONS

Chairman Mistele inquired about the MTU battery issue that was discussed during the February Committee Budget Review Meeting. Administrator Halik responded that staff just last week had a very productive meeting with a representative from Aclara. Prior to the meeting, the representative performed a full diagnostic analysis on all MTUs in the system. Based on this analysis, it was determined that about 30 of the MTUs need to be replaced now, about 120 need to be replaced by the end of this coming summer, and the remainder should be replaced sometime during FY 2014/15. Halik advised that the replacement of the 30 is currently underway. Halik also believes that public works crews could replace the other 120 over the course of the spring and summer. Staff will spend this coming year looking further into this issue to determine costs and include funding in next year's budget for replacement of the remainder of the units. Halik advised that he had already included \$24,000 in funding for this coming year for the replacement of the identified 120 units.

8. 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, 3/29/13)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, MARCH 5, 2013, AT THE WILLOWBROOK VILLAGE HALL, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:05 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Carol Lazarski, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioners Laurie Landsman and (at time of roll call) Ramona Weigus.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – FEBRUARY 5, 2013

The Commission reviewed the February 5, 2013 minutes. Commissioner Lazarski had some minor changes in the discussion of the Master Plan. Her first comment was to clarify that grant submission needed to be completed by July 1st instead of just July. She also asked that “and Commissioner Lazarski asked for it to be placed in the master plan” be removed from the last sentence of paragraph 4 on page 2 since that is not what she stated. She also asked that the words “at a later date” in the last sentence of paragraph 2 on page 3 be changed to “if needed”. Also, she requested the wording on the last sentence of the master plan update section be revised to “Mr. Stanton stated that the CPI plan is for parks and the vehicle can be added to the comprehensive master plan.”

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Schuurman to approve the February 5, 2013 minutes as amended.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Lazarski, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioners Landsman and Weigus.

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Computer Classes

Superintendent Violante stated that Michael Lazarski is teaching computer classes on Tuesday afternoons. The computer classes and cell phone classes have been well received and very popular.

Gateway Special Recreation Association

Superintendent Violante advised that the Gateway Special Recreation Association has a new Superintendent. In the Fall 2012 program session, there were eight (8) Willowbrook residents who participated in Gateway programs and in Winter 2013 there were six (6).

2013/2014 Budget

Superintendent Violante stated that a Special Joint Committee of the Finance Administration, Municipal Services, and Public Safety met on February 11th. There were no questions raised about the recreation budget at this time. There will be a Budget Workshop with the Village Board of Trustees on Monday, March 18th. Superintendent Violante will be presenting the proposed 13/14 park and recreation budget as well as the discretionary capital improvement project, which is the Waterford Park enhancements.

Commissioner Lazarski stated it would be a good idea for commissioners to attend the workshop to help them understand where the Village Board stands on Parks and Recreation in relation to the overall Village budget.

5. OLD BUSINESS

A. Fall Programming – Tree Lighting

Superintendent Violante requested direction from the Commission on where to locate the tree. Commissioner Schuurman questioned if the donated tree will survive the transplant. Superintendent Violante stated that the move is coming out of the Administration budget and was advised to find a place to plant it. Commissioner Kanaverskis stated that a likely place could be in front of the concession stand at Community Park. There is water and electric immediately available.

There were questions asked if there were potential locations either in the Town Center or Hinsdale Lake Commons. A suggestion was made to locate the tree at the K-Mart property when it gets redeveloped.

Superintendent Violante asked for a consensus on making the first choice of location be the corner of Route 83 and 63rd streets at the Hinsdale Lake Commons with the second choice being Community Park. The commissioners agreed.

***Commissioner Weigus arrived at 7:25 p.m.

B. Master Plan Update

Superintendent Violante distributed a revised plan for Waterford Park. Tod Stanton spoke with the Village's engineer. The ramp to access the park was redesigned to the southeast side of the park to allow Public Works vehicles to drive onto the property.

Superintendent Violante stated that she should have a rough draft of the Master Plan by March 15th. She will distribute it to the commissioners for review at the April meeting.

C. Holiday Party

Superintendent Violante stated she received an application from Hinsdale South High School for the holiday party and asked when to have the 2013 party. Commissioner Ramona Weigus asked to not have it the Sunday immediately following the Kiwanis Pancake Breakfast. Superintendent Violante confirmed the pancake breakfast is the first Saturday of December. After discussion, there was consensus that the party should be held on December 15th.

D. Movies in the Park

Superintendent Violante stated she has scheduled dates for the movies but has not reserved any movies. The Commissioners reviewed movies that are available. Superintendent Violante stated the Community Bank of Willowbrook would like to sponsor movie night. The commissioners agreed to the movies Harry Potter & the Sorcerer's Stone and Goonies. The event will incorporate a theme and participants will be encouraged to dress by the theme.

6. NEW BUSINESS

A. Easter Egg Hunt

Superintendent Violante stated the Easter Egg Hunt is scheduled for Saturday, March 30th at 11:00 a.m. It is being sponsored by Kiwanis of Burr Ridge/Willowbrook and Dell Rhea's Chicken Basket. Walgreens will again be taking pictures. Superintendent Violante stated that the eggs will be separated into areas by age. She asked for volunteers. Commissioner Richard Cobb and Commissioner Rene Schuurman will help at the event.

B. Soccer Goal Safety and Education Policy

Superintendent Violante related in the past that Commissioner Landsman had brought up Zach's Law, stating the guidelines that need to be followed to secure and anchor soccer goals. Superintendent Violante received a sample policy from IRMA that the Village of Hinsdale recently passed. The policy clarifies to individuals renting the fields the procedures needing to be followed in order to properly use the soccer goals. She also included an inspection checklist that the Public Works employees use to ensure that the goals are being checked in order to make sure they are anchored down properly. Superintendent Violante also added an acknowledgement page permit users need to sign indicating they received the policy.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Weigus to adopt the Soccer Goal Safety and Education Policy as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Lazarski, Schuurman, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Landsman.

MOTION DECLARED CARRIED

7. CORRESPONDENCE/COMMUNICATIONS

Chairman Cobb stated he had spoken with Midtown Athletic Club about utilizing Lake Hinsdale Park for their programs. Their Director of Fitness lives in the towers right by the park. They are excited about potentially working with the Parks and Recreation Department on cooperative programming.

One idea was to have a running track with mile marker signs. Comments were made about putting in fitness stations.

Commissioner Stetina suggested involving residents from Lake Hinsdale Towers to help come up with their ideas for the park. The suggestion was made to have a Park Commissioner attend one of their homeowners' meetings.

8. VISITORS' BUSINESS

There was no visitors' business.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 8:00 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Kanaverskis, Lazarski, Schuurman, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Landsman.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

____ April 2 __, 2013

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, FEBRUARY 6, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Daniel Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners James Soukup, James Baker, William Buckley, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton and Secretary Joanne Prible. ABSENT: Commissioners Robert DeSarto and William Remkus.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting November 7, 2012 (APPROVE)
- C. Minutes – Village Board Meeting October 22, November 12, November 26, December 17, 2012 and January 14, 2013

MOTION: Made by Commissioner Soukup seconded by Commissioner Wagner, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 13-01: Variations in R-1 Single Family Residence District to reduce the minimum front yard setback from sixty (60') to fifty-six feet, seven and three-eighths inches (56' 7 3/8") and the minimum corner side yard setback from fifty feet (50') to forty feet (40').

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

RECOMMENDATION

MOTION: Made by Commissioner Soukup, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Mayor and Village Board adoption of the Findings of Fact presented in the staff report for Zoning Hearing Case No. 13-01: 503 W. 64th, requesting variations in the R-1 Single Family Residence District to reduce the minimum front yard setback from sixty feet (60') to fifty-six feet, seven and three-eighths inches (56' 7 3/8") and the corner side yard setback from fifty feet (50') to forty feet (40'), for the construction of a new home subject to the following conditions:

1. Construction shall be in substantial compliance with the following plans, subject to review and approval of a building permit for compliance with the stated variations granted and all other requirements of the Village:
 - A. Preliminary Engineering, prepared by Richard E. Fisher Engineering, dated January 4, 2013, latest revision dated January 14, 2013.
 - B. Proposed Site/Landscaping Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
 - C. Sheets A1, A2, A3, A4, and A5 prepared by David A Schaeffer Architects, dated July 17, 2012, latest revision dated January 15, 2013.
2. Except for the relief expressly granted herein, no other relief is granted nor should be implied.
3. Five Evergreen Trees shall be planted and maintained at all times as indicated on the Landscape Plan, Sheet L1, prepared by David A Schaeffer Architect, dated July 12, 2012, latest revision dated January 15, 2013.
4. A Plat of Easement granting a 10' Public Utility and Drainage easement along the south property line shall be finalized in substantially the form prepared by Professional Land Surveying, Inc., dated 1/14/13, but revised as required and approved by the Village Engineer prior to the issuance of a building permit.

ROLL CALL: AYES: Commissioners Soukup, Buckley, Baker, Vice-Chairman Wagner, and Chairman Kopp. NAYS: None; ABSENT: Commissioners DelSarto and Remkus.

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

Chairman Kopp said that there a pending bill in Springfield which will legalize the use of medical marijuana in Illinois. If the proposed law is approved the Plan Commission would be directed to hold a public hearing on the question of whether the Village's Zoning Ordinance should be amended to include Distribution Facilities as a Special Use.

7. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Soukup, to adjourn the regular meeting of the Plan Commission at the hour of 8:45 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

4-3, 2013

Minutes transcribed by Joanne Prible.


Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON JANUARY 30, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 3:05 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi, Trustees Scott Eisenbeis and Joseph Pec. Also present: Interim Director of Finance Carrie Dittman; Ted Kirpach and Robert Thompson of MB Financial.

Absent: Trustee Timothy Kobler.

3. APPROVAL - MINUTES OF THE REGULAR MEETING -
October 29, 2012

The Board reviewed the minutes from the October 29, 2012 meeting.

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on October 29, 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL OF EXPENSES INCURRED OCTOBER 2012 THRU JANUARY 2013

Director Dittman reviewed the expenses incurred October 2012 thru January 2013. She noted that the report has expenses thru January 2013. The January expenditure have not been dispersed as of yet.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Eisenbeis, seconded by Trustee Pec, to approve the expenses incurred for October 2012 thru January 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL OF INVESTMENTS MADE OCTOBER THRU DECEMBER 2012 -
QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Robert Thompson, representing MB Financial Bank, summarized the quarterly investment report for the Police Pension Board.

Mr. Thompson advised the fourth quarter ended December 31, 2012 very favorable. The total fund value is at \$15,748,741.00. He summarized the portfolio allocations are targeted at 50% in equities, 50% in fixed income. The market took us to 52.83% in equities and 47.17% in fixed income.

This quarter, the fund was up 1.16% vs. the broad benchmark at 0.63%. Based on the 12-month period, the fund is up 10.38% vs. the benchmark of 9.25%.

Equities for the quarter are up 1.94%, fixed income up 0.39%, Mutual Fund Real Estate up 6.46% and commodities were down - 2.43%.

The Account Activity summary for the quarter is up \$181,276.00; and for the year it is up \$1,472,300.00.

Mr. Kirpach advised 2012 was a good year despite the fiscal cliff in Washington. The stock market continued to do well through December. Moving forward with Treasury's, there is no big waiting there. Added money was going into the Treasury market bringing down the yields during the last quarter but has started to reverse. For the third quarter of 2012, the Commerce Department had recorded that the Gross Domestic Product (GDP) was up 3.1%. The fourth quarter GDP was down -0.1% as of today. There will be three looks at the GDP with today's being the first. We may actually see that it went up in the fourth quarter by the third review. Consumer spending and confidence has picked up. The housing market has seemed to hit the bottom while the new sales of homes are up and favorable.

Mr. Kirpach advised that 2013 should be a fairly good year for the stock market. This will also be a challenging time for the bond market. It is best to be shorter dated on the bond side vs. longer dated which may have a negative performance.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to approve MB Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. INFORMATION - RENEWAL APPLICATION - FIDUCIARY INSURANCE

President Davi was asked by Recording Secretary Hahn to sign the completed annual Fiduciary Insurance application. The renewal policy is effective January 15, 2013 for the term of one year.

7. APPROVAL - INCREASE IN PENSION BENEFITS

Director Dittman reviewed information on the statutory increases in pension benefits effective January 1, 2013. Joseph Pec, Edward Konstanty, and Michal Kurinec get a 3% increase of their current pension. Stephen Finlon, Francis (Pat) Foley, William Bozek, and John Barnacle will not be entitled to an increase until they reach the age of 55.

Paul Oggerino will receive his first monthly pension check in January 2013 at a prorated amount. Beginning February 2013, he will receive his full amount of pension. Paul is not eligible for an increase until he reaches the age of 55 also.

Joseph Dusek gets a 3% increase of his original pension. James McCarthy is not entitled to an increase in his monthly disability pension until he becomes 60 years of age. Mrs. Martha Klevin will continue to receive her fixed monthly widow's benefit.

After a discussion by the Board, the following motion was made:

MOTION: Made by President Davi, seconded by Trustee Pec, to approve the statutory increases in pension benefits for eligible participants effective January, 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. VISITOR BUSINESS

None presented.

9. NEW BUSINESS

None presented.

10. OLD BUSINESS

Director Dittman advised that former police officer Fredrick Willey has \$18,601.98 in his pension. After Mr. Willey passed away in January 2007, to date no beneficiary or his estate has requested a claim to this money. A registered letter will be sent to his surviving child/beneficiary, Amanda Willey, along with a copy of the letter to Mr. Willey's estate attorney Richard Reimer, advising her of the money and the necessary documentation to make claim of ownership. If the money is not claimed, it will be forwarded to the State of Illinois' Treasurer's Office as abandoned/unclaimed property.

11. COMMUNICATIONS

None presented.

12. ADJOURNMENT

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 3:50 p.m.

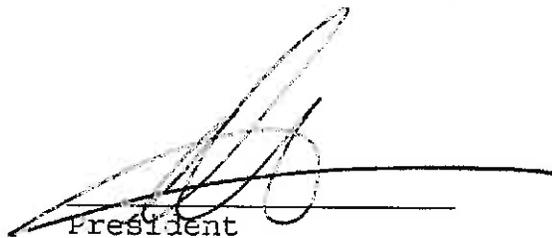
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

4-17-13

Date


President

Minutes transcribed by Debbie Hahn.

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook, which was held on March 11th, 2013 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 6:01 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Deputy Chief Mark Altobella and Trustee Terry Kelly.

1. Reviewed the January 14th, 2013 Public Safety Committee Meeting Minutes.
The Committee approved the January 14th, 2013 Meeting Minutes.
2. Reviewed the February 13th, 2013 Special Joint Meeting of the Municipal Services Committee, the Finance & Administration Committee and the Public Safety Committee Meeting Minutes.
The Committee approved the February 13th, 2013 Meeting Minutes.
3. Reviewed the Weekly Press Releases – Information.
4. Reviewed the Overtime Report for 01/07/2013-02/03/2013 & 02/04/2013-03/03/2013 - Information.
Chief Shelton commented on the reduction in overtime for the past two months, advising there was no accumulation of Holiday Time in the month of February. Chief Shelton explained the On-Shift Schedule showing where Officer's shifts were changed, Officer's scheduled days off were re-scheduled and Detectives were utilized for shift coverage during Field Court sessions. Chief Shelton advised there was an off-duty injury to an Officer who is assigned to the 3p.m. – 11p.m. shift, therefore overtime did increase due to shift coverage for this Officer. The Committee did not have any questions regarding overtime.
5. Reviewed the Monthly Offense Summary Report for January and February - Information.
6. Reviewed the Monthly Expenditure Report for January and February – Information.
7. Reviewed the V.A.P. (Victim Assistance Program) follow-up call responses for January and February.
8. Reviewed Letter(s) of Recognition and Appreciation – Information
 - Detective Michelle Strugala
 - Officer Andrew Pelliccioni
 - Officer Scott Eisenbeis

- Officer John Handzik
- Officer Nicholas Volek
- Officer Darren Biggs
- Officer Chris Drake
- Secretary Lori Rinella
- Secretary Debbie Hahn

9. DISCUSSION ITEMS

- STARCOM Radio System
The Committee was advised that the STARCOM system is working and the second touch for radio identifiers will be conducted in the near future. There have been no radio problems.
- SWAC / Bingo (March 22nd, 2013)
The Committee was advised that approximately (110) individuals have called to register for the upcoming SWAC bingo event.
- School Safety (ALICE Program Training)
The Committee was advised that Chief Mark Shelton, Burr Ridge Police Chief John Madden and Gower School District Superintendent Steve Griesbach attended a (4) hour overview of the ALICE / School Safety Program. The ALICE program suggests that students exit the school classrooms, when possible, instead remaining in the classroom under a lockdown, as previously trained. ALICE is a combination of a lockdown and escape method in the event of an intruder. ALICE is being considered as protocol for future policy / procedure at the schools.
- New Hire Update (Academy Date 04/08/2013)
The Committee was advised that the New Hire process is going well. The psychological and polygraph testing and the background investigations are almost complete. The number one applicant is scheduled to attend the April 8th, 2013 academy class.
- New Detective Training Classes Scheduled
The Committee was advised that Detective Kaspar has attended several investigative classes and is doing well in the new assignment.
- Update on Report Writing Program
The Committee was advised that the CAPERS report writing and records management system will be implemented the second week of April. Currently, data is being uploaded to the server.

10. VISITOR'S BUSINESS*

11. ADJOURNMENT

The meeting was adjourned at 6:21p.m.

* VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only).

NEXT MEETING SCHEDULED APRIL 8TH, 2013 AT 6:00 P.M.