

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, MARCH 24, 2014, 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. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - March 10, 2014 (APPROVE)
  - c. Minutes - Special Board Workshop - March 17, 2014 (APPROVE)
  - d. Minutes - Executive Session - February 24, 2014 (APPROVE)
  - e. Warrants - \$228,398.75 (APPROVE)
  - f. Ordinance - An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois (PASS)
  - g. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Landscape Fertilization Services - Between the Village of Willowbrook and TruGreen LP (ADOPT)
  - h. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Janitorial Services - Between the Village of Willowbrook and Eco Clean Maintenance, Inc. (ADOPT)
  - i. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for the Purchase of Picnic Tables for Park Properties - Belson Outdoors (ADOPT)
  - j. Proclamation - A Proclamation Declaring May 17, 2014 as DuPage River Sweep Day Throughout DuPage County (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE REZONING PROPERTY FROM THE R-1 ZONING DISTRICT TO THE B-4 ZONING DISTRICT - 79<sup>TH</sup> STREET MAP AMENDMENTS
8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK TITLE 9 - ZONING ORDINANCE
9. ORDINANCE - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY THE PRINCIPAL AND INTEREST ON THE \$3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
10. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-2 ENTITLED "DEFINITIONS:" AND SECTION 3-12-5: ENTITLED "CLASSIFICATIONS," OF CHAPTER 12, ENTITLED "LIQUOR," OF TITLE 3, ENTITLED "BUSINESS," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS
11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE, ILLINOIS FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

PRIOR BUSINESS

12. COMMITTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION:
  - a) REVIEW 2014 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 Setting of a Price for Sale of Real Property Owned by the Public Body Pursuant to 5 ILCS 120/2(c)(6)

c) Consideration of the Assignment of Undercover Personnel Pursuant to 5 ILCS 120/2(c)(14)

18. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT FOR THE SALE OF THE PROPERTY COMMONLY DESCRIBED AS 700 WILLOWBROOK CENTRE PARKWAY, WILLOWBROOK, ILLINOIS

19. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 10, 2014 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 Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, and Paul Oggerino.

ABSENT: Trustees Dennis Baker and Umberto Davi.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITORS' BUSINESS

Willowbrook Police Detective Tim Kobler, 7760 Quincy Street, Willowbrook, IL. Detective Kobler spoke on behalf of the members of the Fraternal Order of Police Lodge #128. He stated that this is the sixth year that the officers have teamed up with the Kerry Piper Pub in hosting the annual St. Baldrick's Day event to be held on Sunday, March 16<sup>th</sup> beginning at 11:00 a.m. Officer Kobler reminded the Board that St. Baldrick's is a leading pediatric cancer research organization. St. Baldrick's Day raises money by participants shaving their heads in support of children that are going through chemo treatments. In 2013, the goal was \$100,000 and fell short by collecting approximately \$85,000. For 2014, the goal is again \$100,000. As of this date, the event has raised over \$46,000. Officer Kobler invited the Board to attend the event, which includes a band and silent auction. Mayor Trilla stated that the Board will provide all the support that they can.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 24, 2014 (APPROVE)
- c. Minutes - Executive Session - February 10, 2014 (APPROVE)
- d. Warrants - \$207,848.46 (APPROVE)
- e. Monthly Financial Report - February 28, 2014 (APPROVE)
- f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 14-O-12 (PASS)
- g. Resolution - A Resolution Authorizing the Village Administrator to Accept a Proposal for the completion of Ruff Repair Work at 825 Midway Drive, Willowbrook - CSR Roofing Contractors, Inc. and Ratifying and Confirming the Village Administrator's Prior Acceptance of Said Proposal - Resolution No. 14-R-08 (ADOPT)
- h. Proclamation - A Proclamation Recognizing the Month of May 2014 as Building Safety Month (APPROVE)
- i. Proclamation - A Proclamation Recognizing the Week of May 4 through May 10, 2014 as Municipal Clerk's Week in the Village of Willowbrook (APPROVE)
- j. Plan Commission Recommendation - Petition to Re-Zone Property from R-1 to B-4 - 815, 825, 835 79<sup>th</sup> Street, and 7900 Joliet Road (RECEIVE)
- k. Plan Commission Recommendation - Petition for Text Amendments that Regulate Facilities that Sell or Process Firearms, or are Used for Firearm Training in the B-4 Zoning Districts (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF A NEW ENHANCED PROPERTY AND EVIDENCE SOFTWARE MODULE - INTELLIGENT SOLUTIONS

Chief Shelton advised that the current evidence inventory system is done manually. This new software system will allow for barcoding and electronic inventory. This system will also link in with the new report writing system that is currently in use.

The cost of the software system is \$5,000 and the funds will come out of the State Asset Forfeiture account.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adopt Resolution No. 14-R-09.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-2 ENTITLED "DEFINITIONS:" AND SECTION 3-12-5: ENTITLED "CLASSIFICATIONS," OF CHAPTER 12, ENTITLED "LIQUOR," OF TITLE 3, ENTITLED "BUSINESS," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

Attorney Bastian stated that there are two trustees absent and one trustee will need to abstain from this vote. A majority vote would be unable to be cast. This item will need to be tabled until the next meeting.

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund to table the discussion on this item until the next Board meeting.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian stated that they have successfully negotiated the contract with Williams Architect for the Phase 1 architectural contract.

10. CLERK'S REPORT

Clerk Hansen stated that the Village of Willowbrook will be hosting the Municipal Clerks of DuPage County meeting on April 2, 2014 beginning at 6:00 p.m. at Dell Rhea's Chicken Basket and invited the Board and staff to attend.

11. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board that the Budget Workshop will be held next Monday, March 17<sup>th</sup> in the Council Chambers at 5:30 p.m.

12. MAYOR'S REPORT

Mayor Trilla read a thank you note that was received from a Willowbrook resident on what a wonderful job the Village has done with snow plowing.

Mayor Trilla also congratulated Trustee Kelly on being elected as President of the Lake Hinsdale Village Homeowners Association.

13. EXECUTIVE SESSION

- a. REVIEW 2014 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 Setting of a Price for Sale of Real Property Owned by the Public Body Pursuant to 5 ILCS 120/2(c)(6)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adjourn into Executive Session at the hour of 6:46 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:56 p.m.

14. RESOLUTION - A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE FOR SALE OF SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF WILLOWBROOK AND GENERALLY DESCRIBED AS APPROXIMATELY 2.77 ACRES OF VACANT REAL ESTATE SITUATED ON THE WEST SIDE OF WILLOWBROOK CENTRE PARKWAY IN THE VILLAGE OF WILLOWBROOK

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to adopt Resolution No. 14-R-10 as presented.

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

MOTION DECLARED CARRIED

15. ADJOURNMENT

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:58 p.m.

Page 6  
Village Board Minutes  
March 10, 2014

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 24, 2014.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING BUDGET WORKSHOP OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 17, 2014, 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 5:42 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Trustees Terrence Kelly, Michael Mistele, Sue Berglund, and Paul Oggerino.

ABSENT: Village Clerk Leroy Hansen and Trustee Dennis Baker. At time of Roll Call - Trustee Umberto Davi.

Also present were Village Administrator Tim Halik, Interim Finance Director Carrie Dittman, Chief of Police Mark Shelton, Superintendent of Parks & Recreation Kristin Violante, and Management Analyst Garrett Hummel.

A QUORUM WAS DECLARED

\*\*\*NOTE: Trustee Davi arrived at 5:45 p.m.

3. PLEDGE OF ALLEGIANCE

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

4. PUBLIC HEARING - APPROPRIATION ORDINANCE

Mayor Trilla opened the public hearing relative to the proposed Appropriation Ordinance for Fiscal Year 2014-2015.

Mayor Trilla asked if there were any questions or comments. Being there were no questions or comments, Mayor Trilla asked for a motion to close the public hearing.

MOTION: Made by Trustee Kelly, seconded by Trustee Oggerino, to close the public hearing with regard to the Appropriation Ordinance.

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

MOTION DECLARED CARRIED

5. DISCUSSION - FISCAL YEAR 2014-15 DRAFT BUDGET

Administrator Halik presented to the Village Board a general overview of the budget. Administrator Halik advised that the majority of the summary highlights were discussed at the Joint Committee Review meeting held on February 12, 2014. He noted the following:

- The final budget for fiscal year 2014/15 should be approved no later than the April 28, 2014 Board meeting.
- All existing services and programs will be maintained.
- Proposed days of operating expense is 202 days at \$21,125 p/day.
- The Five Year Plan is to include spending on identified projects and programs.

Administrator Halik reviewed the General Fund highlights. Attributes include:

- Proposed budget includes a drawdown of reserves of approximately \$312,580.
- Does not include any salary increases for non-union employees.
- Includes a 2.5% wage increase for Unionized patrol officers.
- Health insurance costs increase placeholder 4.5%.
- Police Pension contributions went down .97%.
- IMRF Pension contributions went down 1.19%.

Interim Director Dittman advised the biggest increase in the budget is under Parks and Recreation as a result of the Willow Pond Park project which will be funded by an OSLAD grant.

Administrator Halik reviewed the status of grant funding the village has obtained. It includes:

- \$400,000 - Illinois Department of Natural Resources OSLAD grant. The Village should hear in early May if awarded for the Willow Pond Park project.

- \$60,000 - Illinois DCEO - Illinois Capital Bill - Knolls Lake Drainage Improvement Project. Work cannot be completed due to the depth of the lake. These funds will be transferred to another eligible project.
- \$92,000 - Illinois DCEO - Illinois Capital Bill - Phase I - LED Streetlight Replacement Project. RFP's will go out this summer.
- \$542,000 - Federal STP - Road Maintenance Project for Clarendon Hills Road (north) will be used in 2016 Road Maintenance Program. (Funding was approved in FY2011/12)

Trustee Berglund questioned why the money for the OSLAD grant has to be budgeted prior to the award being issued. Management Analyst Hummel stated that the OSLAD grant is a reimbursable grant and the money needs to be spent prior to reimbursement.

Village Staff will also apply for additional grant funding as follows:

- ComEd Green Region Program
  - o Open Space Improvements - Passive Recreational
  - o 50% local match, up to \$10,000 grant
  - o Lake Hinsdale Park Walking Path
- Illinois DCEO/Illinois Clean Energy - Energy Efficiency Lighting grant for the new Village Hall

Administrator Halik again related that there are no wage increases for non-union employees included in these budget numbers. There are 35 full-time employees. Administrator Halik stated that the proposed budget includes funding for one (1) additional patrol officer.

Interim Director of Finance Carrie Dittman provided a financial overview of the Fiscal Year 2014-2015 budget.

- FY 2014-15 budgeted revenues are anticipated to be an increase of \$637,116.

Ms. Dittman advised the Board that the major components of the general fund revenues are sales tax, no substantial change planned as the new Chick-fil-A offsets the K-Mart closing, and Pete's Fresh Market is not included as it is not scheduled to open until Spring of 2015; and places of eating tax has no substantial changes. Utility tax is down \$85,000 based on trends. Income tax for budget purposes is up \$61,000 based on Illinois Municipal League projections and historical trends of the Village. Amusement taxes are up \$57,500. Permit fees are

budgeted to be up \$26,000 based on trends. Red light camera fines will have no budgeted changes. A new revenue source is Rental Income for the next three (3) years. Video gaming began in January of 2014. Revenue was not included due to no historical data to support it. FY 2014-15 General Fund Revenues from major sources is estimated at \$6,911,581. Total FY 2014-15 General Fund Revenues is estimated at \$8,082,851.

Trustee Mistele questioned the impact of losing sales tax from the closing of Dominick's. Administrator Halik stated once Whole Foods relocates to the Dominick's location, the sales tax revenue will be even.

The FY 2014-15 General Fund Expenditures is estimated at \$8,395,431 with the police department accounting for 55% of the budget.

Ms. Dittman presented the General Fund's projected balances for each of the next five (5) years, and revenue and expenditure summaries for each Village fund.

Ms. Dittman reviewed outstanding debt:

- 50% sales tax sharing with Harlem Irving. Maximum principal - \$1,670,000. Projected end date is 12/31/2015. Maximum balance remaining is \$534,247.
- Series 2008 GO ARS Bonds - Issued to complete the 75<sup>th</sup> Street extension and building the Public Works facility. Last payment is due 2027. Current balance is \$1,635,000. Administrator Halik advised that this is the only outstanding debt that the Village owes.
- Series 2007 Special Service Area (SSA Bonds) - Town Center infrastructure improvements. Last payment - 01/01/2029. Current balance is \$2,985,000. No commitment debt of the Village.

Ms. Dittman stated that in earlier budget presentations, the health insurance costs were estimated at a 3% increase. The most current information from IPBC states that the actual increase will be 4.5%, to be determined by IPBC in late March 2014.

Ms. Dittman reviewed the Water Fund and MFT Fund:

- The working capital balance for the Water Fund at the end of the current year is an estimated 43 days. The goal is 90 days, which is projected for the FY 2014/15 budget.
- The MFT Fund Balance is higher than budgeted estimates due to less spending on roadway resurfacing projects. For FY 2014/15, the fund balance is projected to be \$388,575.

Administrator Halik reviewed a summary of the Water Capital Projects for FY2014/15:

- Replacement of 1,700 MTS's - Due to dying batteries. Budget estimate is \$285,000.
- Year 1 of the Water Tank Coating Project - Compilation of project specifications and bid documents - \$20,000.
- ½ the Cost of PW Replacement Vehicle - \$15,000.

Administrator Halik advised that the DuPage Water Commission has raised their rates five times since May 1, 2010, with an additional increase scheduled for January 1, 2015.

Administrator Halik advised that the MFT Fund projects include:

- Scheduled roadway maintenance program in the Waterford Subdivision.

Staff presented the highlights of the departmental budgets:

#### Village Board & Clerk

An overall increase of 3.71%.

#### Board of Police Commissioners

An overall decrease of 7.38%.

#### Administration

An overall decrease of 10.02%:

- Continuation of Electronic Archive Storage Project (carry-over from FY2013/14) = \$26,000

#### Planning & Economic Development

An overall increase of 31.08%:

- Comprehensive Land Use Plan Update = \$31,500

#### Parks & Recreation

An overall increase of 132%:

- OSLAD Grant/Willow Pond Park Renovation = \$400,000

#### Finance

An overall increase of 2.53%:

- ERP Analysis Project - is not included in these figures.

### Police

An overall increase of 3.30%:

- Replacement of Chief's vehicle - \$29,365
- Replacement of two (2) squads with SUV's - \$74,735
- One (1) additional patrol officer - \$74,635

### Municipal Services/Public Works

An overall decrease of 10.37%:

- Year 2 - EAB Abatement Program - \$168,000
- Replacement of PW vehicle (1/2 of the expense) - \$15,000  
(remainder from Water Fund)
- Village Hall Fuel Tank Repair - \$14,950

### Building and Zoning

An overall increase of 11.16%.

### Water Fund

- Replacement of PW vehicle (1/2 of the expense) - \$15,000  
(remainder from Public Works)
- Continuation of Fire Hydrant Replacement Program - \$15,000
- Transfer into Water Capital Improvements Fund for FY  
2014/15 - \$70,000

### Hotel/Motel Tax Fund

- DuPage Convention and Visitors Bureau - \$12,005
- Hotel Marketing/Promotion Program - \$37,967

### Motor Fuel Tax Fund

- Road Maintenance Program - \$210,000

### Tax Increment Financing (TIF) Fund

- Eligible redevelopment costs to close out fund - \$638,834

### CASH FLOW/FINANCING ANALYSIS

Ms. Dittman reviewed the Cash Flow/Financing Analysis that was completed by Sikich. The analysis was to determine the best options for financing expected capital projects.

The basic goals were to keep a minimum 120 days of operating reserve in the General Fund, minimum of 90 days reserve in the

Water Fund, use existing LAFER funds, apply Water Capital Funds, and consider future revenue sources.

There are three (3) scenarios in the analysis:

1. Effect on Village finances if no debt is issued.
2. Effect on Village finances if relying on newly issued debt.
3. Effect on Village finances if relying on combination of newly issued debt and General Fund/Water Fund revenues.

Administrator Halik advised that final scenario models will be brought before the Board at a future Board meeting.

#### Discretionary Budget Items Requiring Board Direction

There are five (5) discretionary budget items identified. These have not been included in the budget, as of yet.

##### I. Enterprise Resource Planning (ERP) Project

Ms. Dittman advised that this project involves the Village financial software. The current system has been used for over 20 years. Sikich performed an ERP assessment. Preliminary estimates are approximately \$200,000. Trustee Mistele questioned what does that pay for. Ms. Dittman stated that it pays for all the modules that are currently in use and additional that has been requested, plus training. This project would be compatible with existing hardware systems.

The Board's consensus was to include funding in the FY 2014/15 budget for this item.

##### II. Village Hall Fuel Tank Repair Project

Administrator Halik stated that there currently are two underground fuel tanks on the Village property. Both tanks are protected by a cathodic protection system. Work was completed in October to repair this system. During the repairs, it was discovered that the tops of the tanks are extremely deteriorated. Repairs are estimated at \$15,000.

Administrator Halik also advised that he received a letter from the Illinois EPA stating that a Stage II Vapor Recovery System need to be removed by December 31, 2016.

Administrator Halik advised that there is also a discrepancy between how much fuel is delivered and how much is pumped. Presumed cause is that the pump calibration is off.

One option is to discontinue the use of the Village Hall fuel pumps, remove the tanks, purchase gas from a local gas station, and obtain an above grade diesel tank.

Money has already been placed in the FY 2014/15 budget for repairs. Administrator Halik stated that he needs guidance on whether to repair or remove the tanks.

The Board's consensus was to remove the tanks.

### III. Park Department 5K Fun Run

Superintendent Violante stated that this Fun Run was suggested by one of the Park Commissioners. The goal of the event would be to enrich the programming of the Parks and Recreation Department, would increase the awareness of the Village of Willowbrook and attract non-citizens, would offer local businesses the opportunity to promote their products and services, partner with Gower School District to promote health awareness, and benefit a local charity with proceeds being donated.

Anticipated expenses for this event would be approximately \$20,482. Potential revenues would be \$6,000 depending on amount of runners. Local businesses and organizations would be contacted for donations and sponsorships. Expenses do include a race director.

The Race Committee does believe that this 5K will attract people. The race would be held in September and tied into the start of the school year.

Trustee Mistele stated that additional research needs to be completed to determine experience from other

Villages' experiences with traffic, police, and everything involved. Administrator Halik stated that the money can be budgeted at this time and continue to research if this project will continue.

The Board's consensus was to approve this suggestion and include funding in the budget.

IV. ComEd Green Region Grant - Lake Hinsdale Park

Management Analyst Hummel stated that ComEd has made grant money available for passive recreation projects. The maximum grant award is \$10,000 with a 50/50 local match requirement. After reviewing the Park and Recreation Master Plan, installing a walking path at Lake Hinsdale Park was submitted for grant consideration. The estimated total cost was \$22,000. The Village's share would be \$12,000.

The Board's consensus was to approve this suggestion.

V. Economic Development - Willowbrook Mobile App

Management Analyst Hummel stated that a mobile app can be downloaded onto a Smart phone. This would be a Willowbrook specific app that will provide a new avenue for communications with residents.

Management Analyst Hummel stated that he had spoken with the Village's website provider, CivicPlus, who has a mobile app feature. By using this feature, the app would be automatically updated when the website gets updated.

Trustee Mistele questioned if this is necessary. Administrator Halik stated that it would be another economic development tool.

The Board's consensus was to approve this suggestion.

VI. Impact of All Discretionary Items

Administrator Halik reviewed the Budget Workshop discretionary items with the Board. If all discretionary items were accepted, it would cost a

total of approximately \$238,182, which equates to about eleven (11) operating days.

VII. Future Budget Considerations

Administrator Halik stated that there are several items that have been identified for future budget consideration. These items included:

- Village Master Facility Plan  
Phase II - Police department addition/renovation  
- approximately \$1.5 million.
- Willow Pond Park Project  
Phase II - \$400,000
- Year 3 - EAB Abatement Program  
Approximately \$173,000. This is based on a four-year program and can be extended to five years if needed.
- Year 2 - Water Tank Painting Project - \$468,000
- Electric Aggregation

6. EXECUTIVE SESSION

- a. Consideration of employee compensation pursuant to Chapter 5 ILCS 120/2(c)(1)

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly, seconded by Trustee Mistele, to adjourn into Executive Session at the hour of 7:40 p.m.

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

MOTION DECLARED CARRIED

7. ADJOURNMENT

MOTION: Made by Trustee Davi, seconded by Trustee Mistele, to adjourn the meeting at the hour of 8:18 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 24, 2014

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

MARCH 24, 2014

GENERAL CORPORATE FUND	-----	\$96,712.43
WATER FUND	-----	130,686.32
HOTEL/MOTEL TAX FUND	-----	1,000.00
TOTAL WARRANTS	-----	\$228,398.75

  
\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 03/19/14

BILLS PAID REPORT FOR MARCH, 2014

PAGE: 1

RUN TIME: 10:35AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	03/25 CK# 83899	\$2,179.28
D7088/MAR 14 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088/MAR 14 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIRGAS USA LLLC (2600)	03/25 CK# 83900	\$48.18
9916752326 EQUIPMENT RENTAL 01-535-290	01-35-750-290	48.18
AL WARREN OIL CO (2205)	03/25 CK# 83901	\$7,161.52
10832425 GASOLINE INVENTORY 01-190-126	01-190-126	7,161.52
AMERICAN FIRST AID SERVICE INC (77)	03/25 CK# 83902	\$86.65
148399 OPERATING EQUIPMENT 01-451-401	01-30-630-401	27.55
148400 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	59.10
AZAVAR AUDIT SOLUTIONS INC (158)	03/25 CK# 83903	\$256.95
10008/MAR 14 UTILITY TAX 01-310-205	01-310-205	256.95
THOMAS J BRESCIA (2601)	03/25 CK# 83904	\$1,036.00
FEB 2014 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	1,036.00
CALL ONE (289)	03/25 CK# 83905	\$1,525.41
10109812/FEB14 PHONE - TELEPHONES 01-420-201	01-10-455-201	1,324.90
10109812/FEB14 PHONE - TELEPHONES 01-451-201	01-30-630-201	200.51
CDW GOVERNMENT, INC. (274)	03/25 CK# 83906	\$365.00
5869717 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	365.00
COLLEGE OF DUPAGE (364)	03/25 CK# 83907	\$400.00
4585/GADDIS522 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	400.00
COMMONWEALTH EDISON (370)	03/25 CK# 83908	\$2,975.16
0423085170MR14 RED LIGHT - COM ED	01-30-630-248	57.67
0791026027MR14 RED LIGHT - COM ED	01-30-630-248	43.71
1024813000MR14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
1844110006MR14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	799.05
6863089003MR14 RED LIGHT - COM ED	01-30-630-248	48.23
7432089030MR14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	307.84
7494249014MR14 ENERGY- (COMED 835)	01-10-466-240	1,717.40
DONNA LAPORTE (2084)	03/25 CK# 83909	\$42.00
REF #275AW WINTER RECREATION FEES 01-310-816	01-310-816	42.00
DUPAGE COUNTY TREASURER (497)	03/25 CK# 83910	\$250.00
2800/FEB 14 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	03/25 CK# 83911	\$96.85
1602137502DCJN SANITARY (835)	01-10-466-251	4.89
1602139803JAN14 SANITARY (825)	01-10-466-252	15.09
1602141001DCJN SANITARY USER CHARGE 01-405-385	01-10-466-385	57.33
1602161101DCJN SANITARY USER CHARGE	01-35-725-417	19.54
GORDON FLESCH (695)	03/25 CK# 83915	\$2.03
IN10701409 COMMISSARY PROVISION 01-420-355	01-10-455-355	2.03
H AND R CONSTRUCTION INC. (742)	03/25 CK# 83917	\$11,365.75
14731 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	6,089.50
14732 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	2,407.50
14733 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	2,868.75
HOME DEPOT CREDIT SERVICES (808)	03/25 CK# 83918	\$687.03
4022773 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	151.02
9023552 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	536.01

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR MARCH, 2014

RUN DATE: 03/19/14

PAGE: 2

RUN TIME: 10:35AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.R.M.A. (966)	03/25 CK# 83919	\$2,662.23
FEB 2014 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	2,500.00
FEB 2014 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	162.23
KING CAR WASH (1057)	03/25 CK# 83920	\$325.00
60/FEB 14 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	03/25 CK# 83921	\$531.70
228114087 COPY SERVICE 01-451-315	01-30-630-315	152.25
228134919 COPY SERVICE 01-420-315	01-10-455-315	379.45
LASERCRAFT INC (2300)	03/25 CK# 83922	\$24,738.50
15081/FEB 14 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
15081/FEB 14 RED LIGHT - MISC FEE	01-30-630-249	2,263.50
LAW ENFORCEMENT RECORDS MNGRS IL (2318)	03/25 CK# 83923	\$70.00
4/30/14 TRNG SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	70.00
LEXIS (21)	03/25 CK# 83924	\$103.25
1009686/FEB 14 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	103.25
LOGSDON OFFICE SUPPLY (2452)	03/25 CK# 83925	\$182.33
904829 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	16.11
904829 OFFICE SUPPLIES 01-420-301	01-10-455-301	64.25
904829 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	101.97
MARQUARDT PRINTING CO. (2543)	03/25 CK# 83926	\$150.00
25062 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	150.00
MIDCO (1268)	03/25 CK# 83928	\$631.37
279940 PHONE - TELEPHONES 01-420-201	01-10-455-201	631.37
MORTON SALT INC (2522)	03/25 CK# 83930	\$4,637.32
5400408322 OPERATING SUPPLIES 01-540-331	01-35-755-331	4,637.32
MOTOROLA SOLUTIONS INC (1312)	03/25 CK# 83931	\$68.00
1280510282014 MAINTENANCE - RADIO EQUIPMENT 01-451-421	01-30-630-421	68.00
NEOPOST LEASING (1358)	03/25 CK# 83932	\$395.91
N4517746JNAPR14 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
NEOPOST USA INC (1359)	03/25 CK# 83933	\$166.99
14216433 POSTAGE & METER RENT 01-420-311	01-10-455-311	166.99
NEXTEL COMMUNICATION (1357)	03/25 CK# 83934	\$110.97
952377363037 PHONE - TELEPHONES 01-420-201	01-10-455-201	34.99
952377363037 PHONE - TELEPHONES 01-451-201	01-30-630-201	75.98
NICOR GAS (1370)	03/25 CK# 83935	\$1,590.58
63406845402FB14 NICOR GAS (825)	01-10-466-237	317.61
95476110002FB14 NICOR GAS (7760) 01-405-235	01-10-466-235	1,272.97
ORKIN EXTERMINATING (1439)	03/25 CK# 83936	\$82.24
D2604360 MAR14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24
PEPSI COLA GEN BOT (1479)	03/25 CK# 83938	\$227.72
84701009 COMMISSARY PROVISION 01-420-355	01-10-455-355	227.72
PETTY CASH C/O TIM HALIK (1492)	03/25 CK# 83939	\$146.32
3/19/14 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	12.99
3/19/14 ACCREDITATION 01-451-202	01-30-630-202	133.33
THE PILATES BODY INC (2297)	03/25 CK# 83940	\$1,566.00
19552 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	1,566.00

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR MARCH, 2014

RUN DATE: 03/19/14

PAGE: 3

RUN TIME: 10:35AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
POLICE (2595)	03/25 CK# 83941	\$45.00
ALTOBELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	45.00
PRO-TEK LOCK AND SAFE (1547)	03/25 CK# 83942	\$96.65
81492 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	36.95
81734 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	59.70
RAGS ELECTRIC, INC (1585)	03/25 CK# 83943	\$463.00
15069 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	187.50
15070 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	275.50
REGIONAL TRUCK EQUIPMENT CO (2211)	03/25 CK# 83944	\$194.34
187959 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	194.34
ROBERT WHITE CONSTRUCTION (2579)	03/25 CK# 83945	\$2,517.50
1049 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	855.00
1050 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	1,662.50
ROCK RIVER ARMS INC (1634)	03/25 CK# 83946	\$2,640.00
626749 AMMUNITION 01-451-346	01-30-630-346	1,760.00
626760 AMMUNITION 01-451-346	01-30-630-346	880.00
ILLINOIS SECRETARY OF STATE (1690)	03/25 CK# 83948	\$95.00
01 OLSDMOBILE FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.00
SIKICH LLP (1722)	03/25 CK# 83949	\$2,600.00
1220719 ERP CONSULTING SERVICES	01-25-615-307	2,600.00
SO SUBN BLDG OFFICIALS ASSN (1748)	03/25 CK# 83950	\$75.00
2014 DUES FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	75.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	03/25 CK# 83951	\$10,542.92
63832/FEB 14 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	10,542.92
STREICHER'S (1787)	03/25 CK# 83952	\$625.00
11078345 UNIFORMS 01-451-345	01-30-630-345	625.00
CYNTHIA STUHL (1788)	03/25 CK# 83953	\$599.99
PROJECTOR OFFICE SUPPLIES 01-420-301	01-10-455-301	599.99
SUBURBAN LIFE PUBLICATIONS (1805)	03/25 CK# 83954	\$583.08
10074604/FEB14 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	583.08
T.P.I. (1886)	03/25 CK# 83955	\$4,780.48
7066/FEB 14 REIMB.	01-40-820-258	3,124.48
7066/FEB 14 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,071.00
7066/FEB 14 REIMB.	01-40-830-115	585.00
TIFCO INDUSTRIES (2610)	03/25 CK# 83956	\$162.05
70931909 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	162.05
TREE TOWNS (1894)	03/25 CK# 83957	\$27.00
201633 PRINTING & PUBLISH 01-420-302	01-10-455-302	27.00
UNIFIRST (1926)	03/25 CK# 83958	\$218.86
0610821932 MAINTENANCE - PW BUILDING	01-35-725-418	51.05
0610824347 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	167.81
VERIZON WIRELESS (1972)	03/25 CK# 83959	\$701.24
MAR 14 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	62.81
MAR 14 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.34
MAR 14 PHONE - TELEPHONES 01-451-201	01-30-630-201	379.99
MAR 14 TELEPHONES 01-501-201	01-35-710-201	136.75
MAR 14 TELEPHONES 01-551-201	01-40-810-201	98.35

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR MARCH, 2014  
 GENERAL CORPORATE FUND

RUN DATE: 03/19/14  
 RUN TIME: 10:35AM

PAGE: 4  
 CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NICHOLAS VOLEK (2254) 14 UNFRMS UNIFORMS 01-451-345	03/25 CK# 83960 01-30-630-345	\$312.75 312.75
WAREHOUSE DIRECT (2002) 2256249-0 OFFICE SUPPLIES 01-451-301	03/25 CK# 83961 01-30-630-301	\$292.25 292.25
WEST CENTRAL MUNICIPAL CONF. (2027) 7746 WELLNESS 01-440-276	03/25 CK# 83962 01-10-480-276	\$916.86 916.86
WESTFIELD FORD (2028) 367852 MAINTENANCE - VEHICLES 01-520-409	03/25 CK# 83963 01-35-735-409	\$752.81 752.81
WESTMONT SHELL (2231) 40741 MAINTENANCE - VEHICLES 01-451-409	03/25 CK# 83964 01-30-630-409	\$275.00 275.00
WESTOWN AUTO SUPPLY COMPANY (2026) 55868 MAINTENANCE - VEHICLES 01-520-409 55874 MAINTENANCE - VEHICLES 01-520-409	03/25 CK# 83965 01-35-735-409 01-35-735-409	\$86.32 27.90 58.42
WILLOWBROOK FORD INC. (2056) 6154404/2 MAINTENANCE - VEHICLES 01-451-409	03/25 CK# 83966 01-30-630-409	\$245.09 245.09
TOTAL GENERAL CORPORATE FUND		\$96,712.43

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR MARCH, 2014

RUN DATE: 03/19/14

PAGE: 5

RUN TIME: 10:35AM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CALL ONE (289) 10109812/FEB14 PHONE - TELEPHONES 02-401-201	03/25 CK# 83905 02-50-401-201	\$585.90 585.90
COMMONWEALTH EDISON (370) 5071072051MR14 ENERGY - ELECTRIC PUMP 02-420-206	03/25 CK# 83908 02-50-420-206	\$1,579.66 1,579.66
DUPAGE WATER COMMISSION (521) 10388/FEB 14 PURCHASE OF WATER 02-420-575	03/25 CK# 83913 02-50-420-575	\$115,233.35 115,233.35
ENVIRO TEST INC (555) 14-130141 FEB14 SAMPLING ANALYSIS 02-420-362	03/25 CK# 83914 02-50-420-362	\$87.50 87.50
W.W. GRAINGER (1999) 9384891959 MATERIALS, SUPPLIES, STANDPIPE, PUM 9386226881 MATERIALS, SUPPLIES, STANDPIPE, PUM	03/25 CK# 83916 02-50-425-475 02-50-425-475	\$344.44 216.45 127.99
MENARDS (1245) 37330 REPAIR, MAINTENANCE-STANDPIPE, PUMP	03/25 CK# 83927 02-50-425-485	\$637.41 637.41
MIDWEST METER INC (1279) 52714 NEW - METERING EQUIPMENT 02-435-461 53124 NEW - METERING EQUIPMENT 02-435-461	03/25 CK# 83929 02-50-435-461 02-50-435-461	\$5,694.93 2,658.25 3,036.68
PAK MAIL CENTER (1459) 8990 POSTAGE & METER RENT 02-401-311	03/25 CK# 83937 02-50-401-311	\$16.95 16.95
SEASON COMFORT, CORP. (1687) 203490 W H R&M - L.H.V. 02-425-473	03/25 CK# 83947 02-50-425-473	\$1,190.00 1,190.00
VERIZON WIRELESS (1972) MAR 14 PHONE - TELEPHONES 02-401-201	03/25 CK# 83959 02-50-401-201	\$136.75 136.75
ZIEBELL WATER SERVICE PRODUCTS (2118) 223704 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	03/25 CK# 83967 02-50-430-476	\$5,179.43 5,179.43
TOTAL WATER FUND		\$130,686.32

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR MARCH, 2014

PAGE: 6

RUN DATE: 03/19/14

RUN TIME: 10:35AM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	03/25 CK# 83912	\$1,000.00
FEB 2014 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$1,000.00

VILLAGE OF WILLOWBROOK  
BILLS PAID REPORT FOR MARCH, 2014  
SUMMARY ALL FUNDS

RUN DATE: 03/19/14  
RUN TIME: 10:35AM

PAGE: 7

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	96,712.43	*
02-110-105	WATER FUND-CHECKING 0010330283	130,686.32	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,000.00	*
	TOTAL ALL FUNDS	228,398.75	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DuPAGE COUNTY, ILLINOIS	<b>AGENDA NO.</b> 5f <b>AGENDA DATE:</b> 03/24/14
---	--

**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant      **SIGNATURE:** Jo Ellen Charlton

**LEGAL REVIEW:** Thomas Bastian, Village Attorney      **SIGNATURE:** THOMAS BASTIAN JR.

**RECOMMENDED BY:** Tim Halik, Village Administrator      **SIGNATURE:** T. Halik

**REVIEWED & APPROVED BY COMMITTEE:**      YES       NO       N/A

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its official Zoning Map prior to March 31<sup>st</sup> of each year if there have been any map amendments (i.e., re-zonings, annexations, and/or special use permits) that have occurred during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2013.

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

The new map includes modifications from the previous map:

1. The Subdivision of the Public Works property
2. New Special Uses added on the Willow Commons Shopping Center parcel
3. Rezoning of 5805 Holmes from R-1 to R-3
4. Several addresses were corrected that occurred during last year's conversion to digital mapping, which relied on DuPage County addressing.
5. Color changes were made to provide better distinction between the B-3 and B-4 Zoning District

### ACTION PROPOSED:

Passage of the attached ordinance and approval for the Village Clerk to publish the updated map.

ORDINANCE NO. 14-O-\_\_\_

AN ORDINANCE PROVIDING FOR THE OFFICIAL  
ZONING MAP OF THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

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

SECTION ONE: That the Official Zoning District Map attached hereto as Exhibit "A" and by this reference incorporated herein be and the same is and shall be the Official Zoning Map for the Village of Willowbrook as provided for in 65 ILCS 5/11-13-19.

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, hereby repealed.

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

PASSED and APPROVED this 24th day of March, 2014.

APPROVED:

\_\_\_\_\_  
Village Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

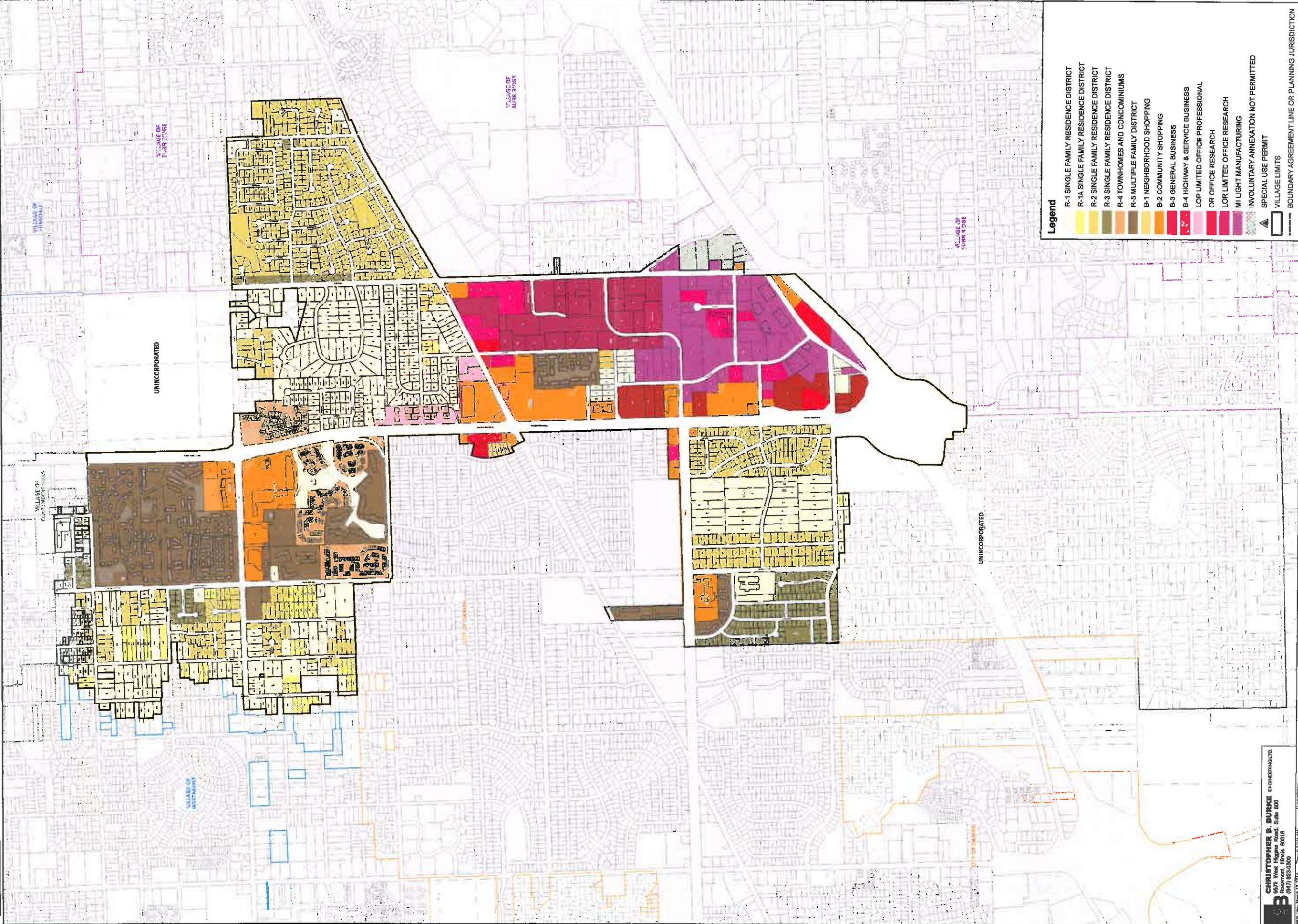
Exhibit "A"  
Willowbrook Zoning Map through December 31, 2013

# VILLAGE OF WILLOWBROOK ZONING MAP

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 24, 2014



FILE SIZE (PDF) 3.871 MB SCALE: 1 INCH EQUALS 200 FEET  
HALF SIZE (11" X 17") SCALE: 1 INCH EQUALS 1,000 FEET



**Legend**

[Yellow]	R-1 SINGLE FAMILY RESIDENCE DISTRICT
[Light Yellow]	R-1A SINGLE FAMILY RESIDENCE DISTRICT
[Yellow-Green]	R-2 SINGLE FAMILY RESIDENCE DISTRICT
[Green]	R-3 SINGLE FAMILY RESIDENCE DISTRICT
[Light Green]	R-4 TOWNHOMES AND CONDOMINIUMS
[Light Orange]	R-5 MULTIPLE FAMILY DISTRICT
[Orange]	B-1 NEIGHBORHOOD SHOPPING
[Dark Orange]	B-2 COMMUNITY SHOPPING
[Red-Orange]	B-3 GENERAL BUSINESS
[Red]	B-4 HIGHWAY & SERVICE BUSINESS
[Dark Red]	LOP LIMITED OFFICE PROFESSIONAL
[Purple-Red]	OR OFFICE RESEARCH
[Purple]	LOR LIMITED OFFICE RESEARCH
[Dark Purple]	M1 LIGHT MANUFACTURING
[Pinkish-Purple]	INVOLUNTARY ANNEXATION NOT PERMITTED
[Green with diagonal lines]	SPECIAL USE PERMIT
[Black outline]	VILLAGE LIMITS
[Dashed line]	BOUNDARY AGREEMENT LINE OR PLANNING JURISDICTION

**CHRISTOPHER B. BURKE ENGINEERING LTD.**  
 9576 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 822-0800  
 www.cb3-engineering.com

DATE: 03/23/14  
 TIME: 2:37:51 AM  
 FILE: C:\Users\cburke\Desktop\2014\_Zoning\_Map.mxd

# 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 A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND TRUGREEN LP

AGENDA NO. **5g**

AGENDA DATE: 03/24/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TE Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN III.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TE Halik

REVIEWED & APPROVED BY COMMITTEE:

YES  on 3/10/14

NO

N/A

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

The Village's current contract for landscape fertilization services is with TruGreen LP. This contract includes six (6) separate fertilizer and weed control applications throughout the year on roadside right-of-ways, medians, parks, and specified facilities. The contract period is from May 1, 2013 thru April 30, 2014 for the amount of \$19,970. The contract was awarded in April 2013 after a competitive bidding process. It has been the Village's practice to extend such service contracts for a subsequent year provided the service is acceptable and the price does not significantly change. In this case, TruGreen LP has provided satisfactory service to the Village and has agreed to extend the contract with no increase in price. Attached, please find a contract rider ("Agreement") which references the existing contract specifications and a resolution waiving the competitive bidding process and authorizing the Mayor and Village Clerk to execute the Agreement.

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

The Municipal Services Committee has discussed this item at their regular meeting on March 10, 2014 and recommends that the Village Board approve a contract extension with TruGreen LP with no increase in price.

Therefore, staff recommends that the competitive bidding process be waived and that a one-year contract extension be awarded to TruGreen LP at the same price as the 2013 season.

### ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND TRUGREEN LP.

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WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with TruGreen LP for the purposes of providing landscape fertilization services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with TruGreen LP in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of TruGreen LP providing landscape fertilization services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 24th day of March, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and TruGreen LP

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 13-R-22, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with TruGreen LP for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2013, to April 30, 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2014, to April 30, 2015, with the total amount not to exceed \$19,970 and,

WHEREAS, TruGreen LP has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$19,970 as agreed to by a letter to the Village dated December 19, 2013, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and TruGreen LP hereby extend the term of the Contract for the period from May 1, 2014, to April 30, 2015, with the total cost amount not to exceed \$19,970.

Section 3. Notwithstanding anything to the contrary, TruGreen LP hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2014, to April 30, 2015, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

TruGreen LP

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
LANDSCAPE FERTILIZATION SERVICES**

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

**BIDDER: TruGreen LP, 7650 W. 99<sup>th</sup> Street, Hickory Hills, IL 60457**

***APPROXIMATELY FORTY-ONE (41) PAGES***

RESOLUTION NO. 13-R- 22

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 22<sup>nd</sup> day of April, 2013

APPROVED:

Robert Q. Napoli  
Mayor

ATTEST:

Larry R. Hansen  
Village Clerk

ROLL CALL VOTE:

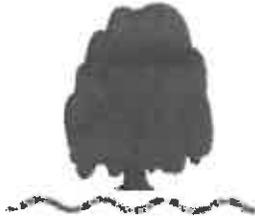
AYES: BAKER, Beekund, Kelly, Mistele, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: DAVI





# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## 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](http://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](mailto: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: 5% of Bid Amount (See Page 4)  
*Certified Check, Bank Cashier's Check or Bid Bond*

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

DRAWINGS: NONE

BID OPENING - DATE/TIME/LOCATION: 10:30 AM CST April 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. 99<sup>th</sup> 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>
<b><u>COMMERCIAL GENERAL LIABILITY</u></b>	
1. Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000</b>
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	<b>PERSONAL INJURY PER OCCURRENCE \$1,000,000</b>
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	<b>GENERAL AGGREGATE \$2,000,000</b>
8. Independent contractors	
9. Personal Injury	

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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**

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

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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. 99<sup>th</sup> 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 15<sup>th</sup> 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: Leroy R. Hansen  
Village Clerk

By: Robert A. Napoli  
Village Mayor

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

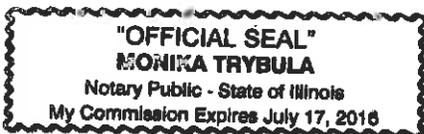
By: \_\_\_\_\_  
Secretary

By: TruGreen, LP  
D. Ball  
President- Manager

SUBSCRIBED AND SWORN BEFORE ME

This 15<sup>th</sup> 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 <sup>2</sup>	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Rogers Glen Park <sup>3</sup>	1.5
Public Works Facility	<u>2.0</u>

Total acreage for this section = 41.2

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

Note 3 – Includes both parkways on Rogers Farm Road.

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

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

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

Total acreage for this section = 28.34

Fertilization & Weed Control

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

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

The following application schedule and product list shall be followed:

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

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

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

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

**APPLICATION #1 -MARCH-APRIL**

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

**APPLICATION #2 – MAY**

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

**APPLICATION #3 – JUNE**

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

**APPLICATION #4 – JULY – AUGUST**

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

**APPLICATION #5 – SEPTEMBER – AUGUST**

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

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

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

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

**APPLICATION #6 – NOVEMBER – DECEMBER**

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

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

**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.<sup>00</sup></u>
APPLICATION #2 – MAY	\$ <u>2282.<sup>00</sup></u>
APPLICATION #3 – JUNE	\$ <u>2563.<sup>00</sup></u>
APPLICATION #4 – JULY – AUGUST	\$ <u>1705.<sup>00</sup></u>
APPLICATION #5 – SEPTEMBER – AUGUST	\$ <u>2034.<sup>00</sup></u>
APPLICATION #6 – NOVEMBER – DECEMBER	\$ <u>952.<sup>00</sup></u>
<b>TOTAL COST FOR VILLAGE PARKS</b>	<b>\$ <u>11,818.<sup>00</sup></u></b>

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

**COST**

APPLICATION #1 -MARCH-APRIL	\$ <u>1548.<sup>00</sup></u>
APPLICATION #2 – MAY	\$ <u>1548.<sup>00</sup></u>
APPLICATION #3 – JUNE	\$ <u>1875.<sup>00</sup></u>
APPLICATION #4 – JULY - AUGUST	\$ <u>1155.<sup>00</sup></u>
APPLICATION #5 – SEPTEMBER - AUGUST	\$ <u>1380.<sup>00</sup></u>
APPLICATION #6 – NOVEMBER - DECEMBER	\$ <u>646.<sup>00</sup></u>
<b>TOTAL COST FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</b>	<b>\$ <u>8152.<sup>00</sup></u></b>

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

**\$ 19,970.<sup>00</sup>**

# 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. 99<sup>th</sup> 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 15<sup>th</sup> 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 Combac  
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 Deere 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).

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

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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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			GLO293865605	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 - COM/OP AGG Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO 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)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 01/01/2012	01/01/2015 01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A		N/A					

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**

--

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

*Aon Risk Services Central, Inc.*

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
TRUGREEN LIMITED PARTNERSHIP  
7850 W. 89th 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 \_\_\_\_\_<sup>th</sup> 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 Cartl, 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 18<sup>th</sup> 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 18<sup>th</sup> day of NOV, 2011.

M. Elaine Green  
Notary Public

MY COMMISSION EXPIRES:  
September 21, 2016

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 authorizations 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 hereunto 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

ss.  
On this 5 day of February, AD 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in 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 September 24, 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 ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 05, 2015.

Supra Security's ANTI-FRAUD PROTECTION FORMERLY BONDING

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

BONDS	\$1,815,932,115
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*	58,678,650
INTEREST ACCRUED	17,136,830
OTHER ASSETS	148,350,304
<b>TOTAL ASSETS</b>	<b>\$2,119,270,815</b>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$215,324,197
RESERVE FOR LOSSES	1,103,762,744
RESERVE FOR TAXES	3,515,662
FUNDS HELD UNDER REINSURANCE TREATIES	4,484,136
OTHER LIABILITIES	(21,519,017)
<b>TOTAL LIABILITIES</b>	<b>1,305,567,622</b>

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)	404,805,246
SURPLUS TO POLICYHOLDERS	813,703,193
<b>TOTAL</b>	<b>\$2,119,270,815</b>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

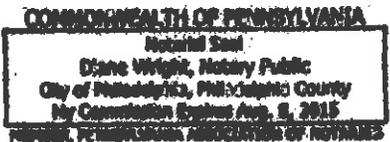
John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2012.

Sworn before me this March 15, 2013.

[Signature]  
Vice President

[Signature]  
Notary Public

August 8, 2013  
My commission expires



**Exhibit "B"**



Marko Jurkovic



**Customer Information**

**Bill To:**

VILLAGE OF WILLOWBROOK-2

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

**Service Location:**

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description*	Total Price
VILLAGE OF WILLOWBROOK-2	Lawn Service: (March-April)	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$2,282.00
VILLAGE OF WILLOWBROOK-2	Lawn Service: (May)	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$2,282.00
VILLAGE OF WILLOWBROOK-2	Lawn Service: (June)	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$2,563.00
VILLAGE OF WILLOWBROOK-2	Lawn Service: (July - August)	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,705.00
VILLAGE OF WILLOWBROOK-2	Lawn Service: (September - August)	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$2,034.00
VILLAGE OF WILLOWBROOK-2	Lawn Service: (November - December)	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$952.00
			Weather Permitting / As Needed	
			<b>Subtotal</b>	<b>\$11,818.00</b>
			<b>Total Sales Tax Amount</b>	<b>\$0.00</b>
			<b>Grand Total</b>	<b>\$11,818.00</b>

**Description**

See Listings per Bid Spec:

A. Median areas and road side rights of ways on Route 83 from approx. 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 1/2" to 3" height.  
24.67 Acres

B. 73rd Ct Pump House side 3.37 acres

C. Village Hall .30 Acres



Marko Jurkovic



**Customer Information**

**Bill To:**

VILLAGE OF WILLOWBROOK

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

**Service Location:**

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description*	Total Price
VILLAGE OF WILLOWBROOK	Lawn Service: (March-April)	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$1,548.00
VILLAGE OF WILLOWBROOK	Lawn Service: (May)	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$1,548.00
VILLAGE OF WILLOWBROOK	Lawn Service: (June)	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,875.00
VILLAGE OF WILLOWBROOK	Lawn Service: (July - August)	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,155.00
VILLAGE OF WILLOWBROOK	Lawn Service: (September - August)	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,380.00
VILLAGE OF WILLOWBROOK	Lawn Service: (November - December)	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$646.00
	Weather Permitting / As Needed		<b>Subtotal</b>	<b>\$8,152.00</b>
			<b>Total Sales Tax Amount</b>	<b>\$0.00</b>
			<b>Grand Total</b>	<b>\$8,152.00</b>

**Description**

See Listings per Bid Spec  
Parks & Both Parkways on Rodgers Farm Road

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen's services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties. 6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's Invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7878. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersedes any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By:   
 REPRESENTATIVE/GENERAL MANAGER

Date: 12/19/13

Print Name: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

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

Customer Signature: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

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

# 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 a Certain Agreement – Janitorial Services – Between the Village of Willowbrook and Eco Clean Maintenance, Inc.

AGENDA NO.

5h

AGENDA DATE: 3/24/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN JR.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on March 10, 2014

NO

N/A

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

The Village's current contract for janitorial services is with Eco Clean Maintenance, Inc. This contract covers required janitorial cleaning services for the Village Hall facility. The contract period is from May 1, 2013 thru April 30, 2014 for the amount of \$17,388/year (\$1,449/mo.). This contract was initially awarded to Eco Clean in April 2011 after a competitive bidding process. It has been the Village's practice to extend such service contracts for a subsequent year provided the service is acceptable and the price does not significantly change. Therefore, the contract was extended in 2012 and again in 2013. Eco Clean Maintenance, Inc. has provided satisfactory service to the Village and has agreed to extend the contract again with no increase in price. Attached, please find a contract rider ("Agreement") which references the existing contract specifications along with a resolution waiving the competitive bidding process and authorizing the Mayor and Village Clerk to execute the Agreement.

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

Staff recommends that the Mayor and Board of Trustees adopt the attached resolution authorizing the Mayor and Village Clerk to execute the Agreement between the Village of Willowbrook and Eco Clean Maintenance, Inc. for Village Hall janitorial services in the amount of \$17,388/year (\$1,449/mo.).

### ACTION PROPOSED:

Adopt the Resolution

RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND ECO CLEAN MAINTENANCE, INC.

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WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Eco Clean Maintenance, Inc., for the purposes of providing janitorial services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Eco Clean Maintenance, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Eco Clean Maintenance, Inc. providing janitorial services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 24th day of March, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Eco Clean Maintenance, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 13-R-16, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Eco Clean Maintenance, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2013, to April 30, 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2014, to April 30, 2015, with the total amount not to exceed \$17,388.00 (\$1,449.00/mo.); and,

WHEREAS, Eco Clean Maintenance, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.), as agreed to by a letter to the Village dated March 3, 2014, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Eco Clean Maintenance, Inc. hereby extend the term of the Contract for the period from May 1, 2014, to April 30, 2015, with the total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.).

Section 3. Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2014, to April 30, 2015, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Eco Clean Maintenance, Inc.

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES**

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

**BIDDER: ECO CLEAN MAINTENANCE, INC., 5862 N. Milwaukee Ave., Chicago, IL 60646**

*APPROXIMATELY EIGHTY (80) PAGES*

RESOLUTION NO. 13-R- 16

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND ECO CLEAN MAINTENANCE, INC.

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Eco Clean Maintenance, Inc., for the purposes of providing janitorial services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Eco Clean Maintenance, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Eco Clean Maintenance, Inc. providing janitorial services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 25th day of March, 2013

APPROVED:

Robert A. Napoli  
Mayor

ATTEST:

*Leroy Hansen*  
Village Clerk



ROLL CALL VOTE:

AYES: Berglund, Kelly, Mistele, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: BAKER, Davi

## AGREEMENT

THIS AGREEMENT made and entered into this 25th day of March, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Eco Clean Maintenance, Inc.

### WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 12-R-17, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Eco Clean Maintenance, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2012, to April 30, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2013, to April 30, 2014, with the total amount not to exceed \$17,388.00 (\$1,449.00/mo.); and,

WHEREAS, Eco Clean Maintenance, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.), as agreed to by a letter to the Village dated March 4, 2013, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Eco Clean Maintenance, Inc. hereby extend the term of the Contract for the period from May 1, 2013, to April 30, 2014, with the total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.).

Section 3. Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2013, to April 30, 2014, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.



VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,

By: Robert A. Napoli  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk

Eco Clean Maintenance, Inc.

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Section 1.** Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

**Section 2.** The Village and Eco Clean Maintenance, Inc. hereby extend the term of the Contract for the period from May 1, 2013, to April 30, 2014, with the total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.).

**Section 3.** Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2013, to April 30, 2014, as otherwise described and set forth in the Contract.

**Section 4.** This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Eco Clean Maintenance, Inc.

By: Shade Gabon

Its: PRESIDENT

ATTEST:

[Signature]

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES**

**CONTRACT PERIOD: MAY 1, 2012 – APRIL 30, 2013**

**BIDDER: ECO CLEAN MAINTENANCE, INC., 5862 N. Milwaukee Ave., Chicago, IL 60646**

*APPROXIMATELY SEVENTY-ONE (71) PAGES*

RESOLUTION NO. 12-R- 17

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND ECO CLEAN MAINTENANCE, INC.

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Eco Clean Maintenance, Inc., for the purposes of providing janitorial services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Eco Clean Maintenance, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Eco Clean Maintenance, Inc. providing janitorial services to the Village of Willowbrook.

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

SECTION THREE: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 9th day of April, 2012.



APPROVED:

Robert A. Napoli  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk



ROLL CALL VOTE:

AYES: BAKER, BERGLUND, DAVIS, KELLY, MISTELE, TRILLA

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of April, 2012, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Eco Clean Maintenance, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 11-R-11, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Eco Clean Maintenance, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2011, to April 30, 2012, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2012, to April 30, 2013, with the total amount not to exceed \$17,388.00 (\$1,449.00/mo.); and,

WHEREAS, Eco Clean Maintenance, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.), as agreed to by a letter to the Village dated March 26, 2012, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

**Section 1.** Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

**Section 2.** The Village and Eco Clean Maintenance, Inc. hereby extend the term of the Contract for the period from May 1, 2012, to April 30, 2013, with the total cost amount not to exceed \$17,388.00 (\$1,449.00/mo.).

**Section 3.** Notwithstanding anything to the contrary, Eco Clean Maintenance, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2012, to April 30, 2013, as otherwise described and set forth in the Contract.

**Section 4.** This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.



ATTEST:

Leroy Hansen  
Village Clerk

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: Robert A. Napoli  
Mayor

Eco Clean Maintenance, Inc.

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
JANITORIAL SERVICES**

**CONTRACT PERIOD: MAY 1, 2011 – APRIL 30, 2012**

**BIDDER: ECO CLEAN MAINTENANCE, INC., 5862 N. Milwaukee Ave., Chicago, IL 60646**

***APPROXIMATELY SIXTY-FIVE (65) PAGES***

RESOLUTION NO. 11-R- 11

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – JANITORIAL SERVICES – ECO CLEAN MAINTENANCE, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to execute a certain contract, Eco Clean Maintenance, Inc., for the 2011/2012 Janitorial Services Contract in an amount not to exceed \$17,388.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of April, 2011.

APPROVED:

Robert A. Napoli  
Village President

ATTEST:

Richard A. Hill  
Village Clerk - Deputy



ROLL CALL VOTE:

AYES: Baker, Kelly, Mastale, Davi, Triller

NAYS: None

ABSTENTIONS: None

ABSENT: Schoenbeck

RESOLUTION NO. 11-R- 11

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – JANITORIAL SERVICES – ECO CLEAN MAINTENANCE, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized to execute a certain contract, Eco Clean Maintenance, Inc., for the 2011/2012 Janitorial Services Contract in an amount not to exceed \$17,388.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of April, 2011.

APPROVED:

Robert A. Napoli  
Village President

ATTEST:

Richard Artel  
Village Clerk - Deputy



ROLL CALL VOTE:

AYES: Baker, Kelly, Mistele, Davi, Trilla

NAYS: None

ABSTENTIONS: None

ABSENT: Schoenbeck

**BID PROPOSAL**  
**FOR**  
**THE VILLAGE OF WILLOWBROOK**  
**BY**  
**ECO CLEAN MAINTENANCE, INC.**



# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## LEGAL NOTICE

### REQUEST FOR BIDS

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Umberto Davi

Terence Kelly

Michael Mistele

Paul Schoenbeck

Frank A. Trilla

Notice is hereby given that the Village of Willowbrook is seeking bids for **Janitorial Services for the Village Hall and Police Department**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:30 am on April 4, 2011, where said bids will be opened and publicly read aloud. There is also a mandatory pre-bid meeting to be held on Friday, March 11, 2011 at 10:00 AM to review the Village Hall facility. 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.



**ECO CLEAN MAINTENANCE, INC.**

March 17, 2011

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Sir/Madam:

I would like to take this opportunity to introduce our company. We are a commercial janitorial company specializing in providing state of the art janitorial services to companies with diversified requirements. We are very confident that our extremely competitive rates and the highest standard of services in the industry could be an added benefit to your company.

QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION are only two of a long list of reasons that separate us from our competition.

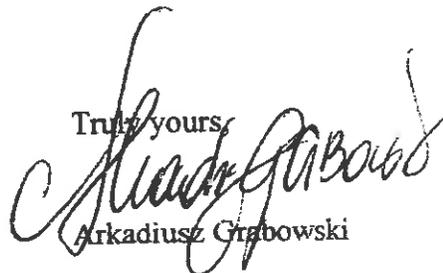
In *Eco Clean Maintenance, Inc.* we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

Enclosed please find projected price list for janitorial services to be provided at Village of Willowbrook.

Thank you for your time and I am looking forward to hearing from you. If you have any questions, please do not hesitate to contact me at 773-310-2002.

**YOUR SATISFACTION MEANS OUR SUCCESS!**

Truly yours,



Arkadiusz Grabowski

1900 E. Golf Road • Suite 950 Schaumburg, IL 60173  
877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353  
EMAIL [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)



## **ECO CLEAN MAINTENANCE, INC.**

March 17, 2011

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Sir/Madam:

Eco.Clean Maintenance, Inc. has been engaged in the contracting business under the present name for almost three (2) years. It is a corporation established on December 12, 2008 in State of Illinois (See attached Certificate of Good Standing).

We have the following equipment available to complete the work:

- Mops
- Buckets
- Dusters and dust mops
- Side-by-side scrubbers
- Vacuum cleaners
- Carpet extractors (if necessary)
- Auto-scrubbers (if necessary)
- Buffers, etc.

1900 E. Golf Road • Suite 950 Schaumburg, IL 60173  
877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353  
EMAIL [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)

Currently we employ 40 full-time staff members. Our company's Safety Supervisor is responsible for training of the new as well as the existing employees on a regular basis. Moreover, in order to provide our clients with the best quality of services, our supervisors are also required to complete the follow-up training in every 3 months of their employment. Our HR Department, Hiring Manager is responsible for recruiting process which includes the interview stage and employees screening procedures. Among all required forms, we always insist on filing out Form I-9 to verify prospective candidate's legal status. At all times, without exception, we require at least 4 documents showing claimed legal status. Upon the satisfactory results from character screening, verification of previous employment and recommendation letters, the candidate is interviewed by our Hiring Manager.

Eco Clean Maintenance, Inc. believes that employees are the most important factor of company's outstanding performance. Therefore, in order to meet with the clients' requirements, proper and professional training is mandatory. Our clients can be assured that all our personnel is required to complete 2 weeks of extensive training program prior to being assigned to new task.

Eco Clean Maintenance, Inc. believes that personnel's attire stands for company's good image. Therefore our employees are required to wear company's T-shirts and matching work pants. Also, the Identification Badge is attached to the uniform, if required.

The employees who will be actively engaged in the janitorial services at Village of Willowbrook are our highly trained and skilled staff members with average 8 years of experience who have performed satisfactorily on other contracts the company was awarded. Crew members who will be assigned to Village of Willowbrook speak fluent English. The supervisors who will be monitoring the



**ECO CLEAN MAINTENANCE, INC.**

quality of the performance of the crew have been working for our company for 2 years and have 10- 5 years of experience.

In addition, our company operates 24 hours a day and the emergency contact information will be provided upon request. Our office is located within 20 miles from the above referenced facilities.

As a recognized company among the janitorial and custodial services suppliers, established Quality Assurance Program in order to provide its clients with professional and outstanding services. In order to meet with the clients' requirements and regularly expand superior standards of service. We systematically examine the level of our services.

Eco Clean Maintenance, Inc. is aware of diversity of services required by different clients. Therefore, we organize a "personalized quality plan" for our clients in order to meet with the mandatory responsibilities. We combine the procedure with the methods and frequencies for required work using the quality standards.

Our company's health and safety program is evaluated annually. However, we would like to be certain that our employees understand the health and safety training sessions required before starting new assignment. This includes review and monitoring of reported incidents at the job sites which become significant in upgrading and modifying our training programs.

Another way of keeping our employees safe and providing our clients with the best quality of service is through our safe work procedures. Our employees are required to recognize the simple procedures, like how to protect their own health and provide the safety work environment when performing particular job. Eco Clean Maintenance, Inc. provides its workers with customized operating procedures guidelines which differ from one another and depend in the type of performing work. The standards procedures include the following regulations:



Material handling;

Electrical safety;

- Emergency evacuation;
- Variety of required and allowed products, etc.

In Eco Clean Maintenance, Inc. we are proud of our safety and health programs. Our employees are well-informed about hazard issues. We are trying to keep our workers posted about the latest governmental regulations.

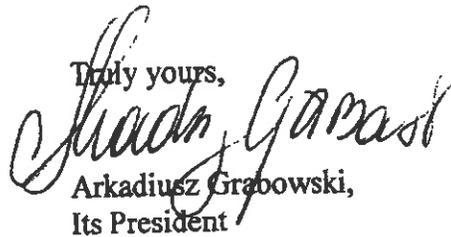
Enclosed please find our references showing our performance record (client, address, contact information, length of each contract, description of services, approximate contract amount).

There are no defaulted contracts or contracts which resulted in lawsuits. None of our officers filed for bankruptcy or were associated with contracts which resulted in lawsuits or contracts defaulted.

Eco Clean Maintenance, Inc. will provide a performance bond for amount of the contract with the following surety company:

Brunswick Companies  
Attn.: Mark Levinson  
2857 Riviera Drive  
Akron, OH 44333  
Ph: 330-865-4265  
Fax: 330-864-8661  
email: [mlevinson@brunswickcompanies.com](mailto:mlevinson@brunswickcompanies.com)

If you have any additional questions or concerns, please do not hesitate to contact us.

Truly yours,  
  
Arkadiusz Grapowski,  
Its President



ECO CLEAN MAINTENANCE, INC.

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

for

**Janitorial Services**

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, 2011 thru April 30, 2012

ACCOUNT NUMBER:

N/A

BID DEPOSIT:

5% of Bid Amount (See Page 4, Item 5)  
(Certified Check, Bank Cashier's Check or Bid Bond)

BOND(S) REQUIRED:

Performance Security (See Page 4, Item 6)

DRAWINGS:

N/A

BID OPENING - DATE/TIME/LOCATION:

April 4, 2011 at 10:30 AM

**VILLAGE HALL**  
7760 Quincy Street  
Willowbrook, Illinois 60527

Issued by: \_\_\_\_\_

Village of Willowbrook, Illinois  
7760 Quincy Street  
Willowbrook, Illinois 60527  
(630) 323-8215

(1)

## BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until April 4, 2011 at the time shown below, at which time they will be opened and publicly read aloud.

<u>Contract #</u>	<u>Bid Item</u>	<u>Bid Opening</u>
2011-01	Janitorial Services	April 4, 2011 at 10:30 AM

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 Municipal Services 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, audio tape, and/or computer disk.

I. GENERAL CONDITIONS

1. DEFINITIONS

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

A. BIDDER shall mean (insert vendor name and address):

Eco Clean Maintenance, Inc  
1900 E. Golf Rd, Suite 950  
Schaumburg IL 60173

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

2. PREPARATION AND SUBMISSION OF BID

The Bidder must submit his/her bid in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the bid 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 bid 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 BIDS 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.

### 3. WITHDRAWAL OF BIDS

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.

### 4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

### 5. 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.

### 6. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) 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 thirteen (13) 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.

### 7. 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.

**8. 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.

**9. ACCEPTANCE OF BID**

The Village shall make its determination with respect to bids within sixty (60) days, or within ninety (90) 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.

**10. 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.

**11. 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.

**12. GUARANTEES AND WARRANTIES**

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

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

## 19. 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.

## 20. TERMINATION OF CONTRACT

- A. 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:
1. 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
  2. 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.
  3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
  4. 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.
  5. 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.

6. 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.

B. 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.

## 21. 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.

**22. INSURANCE SPECIFICATIONS**

- A. 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.
- B. The successful Bidder shall maintain limits no less than:

**TYPE OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

- 1. Comprehensive Form
- 2. Premises - Operations
- 3. Explosion & Collapse Hazard
- 4. Underground Hazard
- 5. Products/Completed Operations Hazard
- 6. Contractual Liability Coverage Included
- 7. Broad Form Property Damage - construction projects only.
- 8. Independent contractors
- 9. Personal Injury

**MINIMUM INSURANCE COVERAGE**

COMBINED SINGLE LIMIT PER OCCURRENCE  
FOR BODILY INJURY AND PROPERTY  
DAMAGE \$1,000,000

PERSONAL INJURY PER OCCURRENCE  
\$1,000,000

GENERAL AGGREGATE \$2,000,000

Business Automobile Liability  
Any Auto, Owned, Non-Owned  
Rented/Borrowed

COMBINED SINGLE LIMIT PER OCCURRENCE  
FOR BODILY INJURY AND PROPERTY DAMAGE  
\$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.

- C. 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.
- D. 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.

### 23. 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

#### A. POLICY INFORMATION.

1. Insurance Company Sentinel Insurance
2. Policy Number 835BAFV5259
3. Policy Term: (From) 02/10/2011 (To) 02/10/2012
4. Endorsement Effective Date To be provided
5. Named Insured Eco Clean Maintenance, Inc.
6. Address of Named Insured 1900 E. Golf Rd. #950,  
Schaumburg, IL 60173
7. Limit of Liability Any One Occurrence/  
Aggregate \$ 2,000,000
8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ N/A

**B. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within seven (7) 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 insured, 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.

**C. POLICY AMENDMENTS.**

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

**1. INSURED.**

**(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)**

The Village, its officials, agents, employees, and volunteers are to be included as additional insured 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.



7. **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.

8. **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.

9. **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.

D. **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: \_\_\_\_\_

**24. 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**

Eco Clean Maintenance, Inc, as part of its bid on a  
(Name of Vendor)

contract for Janitorial Services 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 1 day of  
April, 2011

MY COMMISSION EXPIRES:

11/30/2017  
[Signature]  
NOTARY PUBLIC

1. This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and Eco Clean Maintenance, Inc
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Eco Clean Maintenance, Inc 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:

Eco Clean Maintenance, Inc.

By: [Signature]  
Secretary

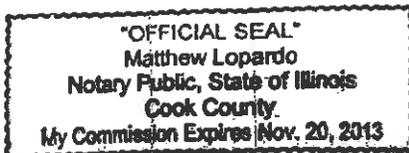
By: [Signature]  
President, Artodiusz Guebowski

**SUBSCRIBED AND SWORN BEFORE ME**

This 1 day of April, 2011

MY COMMISSION EXPIRES:

11/20/2013  
[Signature]  
NOTARY PUBLIC



(18)

**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.

(pw-1)

#### **F. PREVAILING WAGES (CONTINUED)**

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.

(pw-2)

**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.

(pw-3)

**VILLAGE OF WILLOWBROOK**

**BID #2011-01 JANITORIAL SERVICES SPECIFICATIONS**

There will be a **MANDATORY** pre-bid walk-thru of the facility on

**FRIDAY, MARCH 11, 2011 AT 10:00 AM**

All bidders must participate in this walk-thru in order to submit a bid. Bidders will meet at the Village Hall Building located at 7760 Quincy Street, Willowbrook for directions please call 630-323-8215.

**VILLAGE OF WILLOWBROOK**  
**BID #2011-01 JANITORIAL SERVICES SPECIFICATIONS**

**I. GENERAL TERMS AND CONDITIONS**

**A. GENERAL SPECIFICATIONS**

1. In submitting this bid, the Contractor declares that the only persons or parties interested in the proposal as principals are those named herein; and that the bid is made without collusion with another person, firm, or corporation.
2. The Contractor further declares that he or she has carefully examined the Bid, Instructions to Bidders, Specifications, and Contract; and that he or she has inspected in detail the site of the proposed work and waives all right to plead any misunderstanding regarding the same.
3. The Contractor further understands and agrees that if this bid is accepted he is to furnish and provide all labor, services, materials, supplies, equipment, apparatus, and appliances as specified in this contract, except such materials as are to be furnished by the Village in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The Contractor further agrees that the Village may at any time during the progress of work covered by this contract order other work, and that all such work and materials shall be performed as extra work at the prices delineated in the contract, unless mutually agreed otherwise in advance of such work.
5. The Contractor further agrees to execute a contract for this work at time of bid proposal.
6. The Contractor further agrees to begin work on May 1, 2011 or as otherwise agreed with the Village of Willowbrook.

**B. 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 which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required 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.

**C. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications,

designate the appropriate project contracts, and the manner in which work will be proceeding, among other items.

**D. 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.

**E. 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.

**F. ADDITIONAL WORK**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Municipal Services or his designee, has approved the charges in writing.

**G. 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.

**H. 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.

**I. BILLING & PAYMENT**

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by Village thirty (30) days or sooner after receipt of statement from Contractor

when all work has been completed in a satisfactory manner and the specifications stated herein have been met.

**J. BILLING & PAYMENT**

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by the Village thirty (30) days or sooner after receipt of statement from Contractor when all work has been completed in a satisfactory manner and the conditions herein have been met.

**II. DETAILED CLEANING SPECIFICATIONS**

**A. LOCATIONS TO BE CLEANED**

These specifications cover the cleaning of the Village Hall building, which consists of the Police Department, Administration offices and lobby area. These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory custodial work, whether or not specifically listed herein. The Village of Willowbrook's satisfaction with the cleaning services performed shall be of the utmost importance. The Contractor's employees shall always be presentable, courteous and receptive to the direction of the Village's representatives. There shall be at least one member of the Contractor's work crew capable of understanding clear directions and conversing in the English language with the Village's representatives.

**B. DAYS OF SERVICE**

Services shall be performed on the days and times as described below for each facility

<u>FACILITY</u>	<u>DAYS</u>	<u>TIMES</u>
Police Department	Sun - Sat	after 11:30 pm
Administration	Mon - Fri	between 9:00 pm-6:00 am
Village Hall Lobby Area	Mon - Fri	between 6:00 pm-6:00 am

Service will not be required in the Village Hall, Police Department, or Village Hall lobby area on the following holidays: New Year's Eve, New Year's day, Memorial day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

**C. 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.

**D. UNIFORMS**

Uniforms are required to be worn (at least a smock or T-shirt with the corporate logo) and name tags are required for all employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities.

**E. 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 they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

**F. SECURITY**

All cleaning service employees shall be carefully interviewed, screened, and reference checked by the Contractor before those employees are sent to any Village facility to commence providing services. Records of the same shall be provided to the Village by the Contractor for a specific cause, upon request. The Contractor shall agree to permit any person designated by the Village of Willowbrook to search any employee of the cleaning service. Any unusual occurrences will be reported immediately to the proper authority. Cleaning service personnel shall not disturb paper on desks, tables or cabinets. Cleaning crew is required to sign in and check out at the police department radio room on a daily basis.

**G. SUB-STANDARD WORK**

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. Up to 20% will be deducted from the Contractor's monthly payments for documented instances of substandard workmanship. The deduction is taken from the payment for the month in which the substandard work was done.

**H. SUPPLIES**

The contractor shall supply all cleaning solutions, soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners and other items, tools or equipment needed to clean and sanitize the buildings. The following supplies will also be provided by the Contractor: paper towels to refill dispensers, soap for washrooms, toilet paper, urinal screens and waste can liners (see Attachment A). The Village of Willowbrook shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village. The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

**I. WALK-THROUGH INSPECTIONS**

Mandatory quarterly walk through inspections with the cleaning supervisor will be scheduled with a Village's designee to observe and evaluate current service levels. Additional meetings will be at the Village's discretion. Punch list items must be completed no later than one week after notification from the Village. Punch list items not completed within the one week period will be subject to withholding 20% from the monthly payment for substandard work.

**J. FACILITY DESCRIPTION AND SERVICE INTERVALS**

Attached are descriptions of each facility and the service intervals for each area and each type of service to be performed. There are twenty-six (26) pages included in this section and it will be the responsibility of the Contractor to follow these directions. The Village of Willowbrook has invested considerable time in developing this section of the specification and expects that the specifications will be followed.

No other service intervals or service level will be allowed unless specifically authorized in writing by the Village of Willowbrook Director of Municipal Services.

There will be a **MANDATORY** pre-bid walk-thru of the facility on **Friday, March 11, 2011 at 10:00 AM**. All bidders must participate in this walk-thru in order to submit a bid. Bidders will meet at the **Village Hall Building located at 7760 Quincy Street, Willowbrook**. For directions please call **630-323-8215**.

**K. OPTIONS**

**1. Carpet Cleaning**

Cleaning of carpet on an as requested basis. Carpet cleaning and floor waxing will be completed during the times listed under "Days of Service" and shall be done with minimum disruption. Furniture must be moved during stripping and waxing of the floor as well as during carpet cleaning and returned in its proper place upon completion.

**2. Initial Cleaning**

The initial cleaning will require a total cleaning of all facilities and shall include all items listed on the specification sheets for daily, weekly, bi-weekly, monthly, quarterly and semi-annually. The Village will allow two weeks to complete the initial cleaning (May 2 - May 16, 2011). This cleaning will be used to bring the facilities up to the best standards possible.

**L. MISCELLANEOUS SERVICES**

The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

**M. PROHIBITED ACTIONS**

The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open) and no unauthorized individuals shall be admitted into any building at any time by the Contractor.

N.

**ADDITIONAL SERVICES / EMERGENCY CONDITIONS**

The Contractor shall be capable of temporarily providing additional services and/or increased frequency of service if necessary due to emergency conditions or special use of the building (i.e. special public meetings on a weekend). Except for emergency conditions, the Village shall provide twenty-four (24) hour notice that increased services shall be required. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate indicated in the contract.

**VILLAGE OF WILLOWBROOK  
 BID - #2011-01 JANITORIAL SERVICES**

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period, from May 1, 2011 through April 30, 2012.

<u>Facility</u>	<u>Address</u>	<u>Cost Including Supplies</u>
Village Hall Building	7760 Quincey Street	\$ <u>1,449.00</u> monthly

**OPTIONS**

1. Carpet Cleaning	throughout building	\$ <u>no charge</u> per request
2. Initial cleaning	All Facilities	\$ <u>no charge</u>
3. Additional Cleaning	As needed (per person)	\$ <u>12.50</u> per hour

Rates for services listed for 2011/12-contract period will not increase more than 0 % for the 2012/13-contract period. At its sole discretion, the Village of Willowbrook may extend the contract for an additional one-year term beginning May 1, 2012 and concluding April 30, 2013.

Name of Bidder: Eco Clean Maintenance, Inc  
 Address: 1900 E. Golf Rd, #950  
Schaumburg, IL 60173  
 Telephone No. 877-463-2601 Fax No. 773-930-3353  
 Signature: [Signature]  
 Title: President  
 Date: 03/12/11

Subscribed and sworn before me this 1 day of April, 2011.

My Commission Expires: 11/20/2013

[Signature]  
 Notary Public

"OFFICIAL SEAL"  
 Matthew Lopardo  
 Notary Public, State of Illinois  
 Cook County  
 My Commission Expires Nov. 20, 2013

## REFERENCES

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

Company Name: Mokeno Community Park District  
Address: 10925 LaPorte Rd, Mokeno, IL 60448  
Phone #: 708-372-8867 Fax: 708-479-5381  
Contact Person: Jim VanGennep  
Dates of Service (from - to): March 2009 to Present (December 2011)

Company Name: The Oaks Recreation & Fitness Center  
Address: 10847 LaPorte Rd, Mokeno, IL 60448  
Phone #: 708-372-1356 Fax: 708-390-2363  
Contact Person: Bill Bucholz  
Dates of Service (from - to): March 2010 to Present (March 2012)

Company Name: Egan Water Reclamation Plant  
Address: 550 S. Meacham Rd, Schaumburg, IL 60193  
Phone #: 847-584-5423 Fax: 847-584-5419  
Contact Person: Dan Bergstrom  
Dates of Service (from - to): May 2010 to Present (May 2013)

Company Name: Columet City Police Department  
Address: 1200 Pulaski Rd, Columet City, IL 60409  
Phone #: 708-868-2500 Ext. 282 Fax: e-mail: kglozer@columetcity.org  
Contact Person: H. Kevin Gloser  
Dates of Service (from - to): February 2011 - Present (January 28, 2012)

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
<b>OFFICES</b>							
Desks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)				x			
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
polish (wood)				x			
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior			x				
empty recycling bin	x						
Filing cabinets/credenzas							
dust & spot damp wipe		x					
polish (wood)				x			
Wall Hangings							
dust		x					
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge			x				
clean interior window				x			
dust blinds			x				

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Computers/Computer Screens							
dust		x					
clean		x					
Floors							
vacuum carpet	x						
damp mop tile floors	x						every 3 days
buff tile floors					x		
strip & wax tile floors							
Walls							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe hvac vents				x			
dust/damp wipe doors & frames		x					
spot clean wall	x						
damp-wipe telephones		x					
high dust for cobwebs		x					
<b>COMMON OFFICE AREAS &amp; HALLWAYS</b>							
Decks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)				x			
Partitions							
dust frames		x					
damp wipe frames				x			
vacuum fabric					x		
shampoo fabric						x	

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior			x				
empty recycling bins	x						
Fill up cabinets/drawers							
dust & polish wood		x		x			
Wall Hangings							
dust		x					
high-dust for cobwebs				x			
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge				x			
clean interior window				x			
Computers/Computer Screens							
dust		x					
clean glass		x					
Floors							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe hvac bents				x			
spot clean kick plates	x						
polish kick plates				x			
empty outdoor ashtrays	x						
spot clean walls	x						
clean interior/ext door glass		x					
clean & disinfect water fountain	x						
clean vent on water fountain				x			
damp wipe telephones	x						
<b>RESTROOMS/LOCKER ROOMS</b>							
Sinks & Showers							
clean & disinfect	x						
heavy clean & scrub shower			x				
Commodas & Urinals							
clean & disinfect	x						
Partitions							
dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
AREA & ITEM DESCRIPTION								
Mirrors								
spray clean	x							
Wastebaskets								
empty & replace liner	x							
damp wipe exterior & interior				x				
Floors								
damp mop	x							
vacuum	x							
damp wipe baseboards				x				
heavy clean & scrub tiles				x				
Lockers								
dust			x					
damp wipe			x					
Miscellaneous								
spot clean walls	x							
spot clean door & doorframe	x							
spot clean light switch	x							
refill dispensers/paper products	x							
spot clean kick plates	x							
polish kick plates								
<b>KITCHEN/LUNCH ROOM</b>								
Floors								
damp mop	x							
damp wipe base boards								
buff tile floor								
strip & wax tile floors								
								every 3 days
								x

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
damp wipe seats	x						
damp wipe frames				x			
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
empty recycling	x						
sink & counter top							
clean & disinfect	x						
Appliance							
damp wipe front	x						
dust top & sides		x					
clean inside of microwave		x					
clean coffee pot and machine	x						
damp wipe entire surface			x				
clean refrigerator (to be scheduled w/Village representative beforehand)				x			
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**POLICE DEPARTMENT**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
JAIL CELLS/BOOKING AREA							
Floors							
sweep & damp mop	x						every 3 days
buff						x	
strip & wax floor							
Table & Counter Tops							
clean & disinfect	x						
Chairs & Benches							
damp wipe seats	x						
clean & disinfect seats and frame			x				
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Holding Cells							
clean & disinfect floors	x						or as needed
clean & disinfect sink	x						or as needed
clean & disinfect commode	x						or as needed
clean & disinfect bed frame	x						or as needed
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
damp wipe telephones			x				as needed
clean interior/exterior windows			x				

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

ADMINISTRATION		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
AREA & ITEM DESCRIPTION	OFFICES							
Desks								
dust & spot damp wipe top	x							
dust & damp wipe sides		x						
polish desktop (wood)					x			
Chairs								
vacuum fabric	x							
dust & damp wipe frame & base	x							
polish (wood)					x			
Wastebaskets								
empty & replace liner	x							
damp wipe interior/exterior				x				
empty recycling	x							
filling cabinets/condensas								
dust & spot damp wipe			x					
polish (wood)							x	
Wall Handings								
dust			x					
Windows, Ledges & Frames								
dust frame and ledge		x						
damp wipe frame and ledge				x				
clean interior window					x			
dust blinds				x				

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
AREA & ITEM DESCRIPTION								
Computers/Computer Screens			X					
dust			X					
clean glass			X					
Floors								
vacuum carpet		X						
wet mop tile floors		X						every 3 days
buff tile floors						X		
strip & wax tile floors								
Miscellaneous								
wipe light switches		X						
dust/damp wipe overhead lights					X			
dust/damp wipe HVAC vents					X			
dust/damp wipe door & frames			X					
spot clean walls		X						
damp wipe telephone			X					
high dust for cobwebs			X					
COMMON OFFICE AREAS & HALLWAYS								
Desks								
dust & spot damp wipe top		X						
dust and damp wipe sides			X					
polish desktop (wood)					X			
Partitions								
dust frames			X					
damp wipe frames					X			
vacuum fabric						X		
shampoo fabric							X	

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

ADMINISTRATION							
AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
vacuum fabric		x					
dust & damp wipe frame & base		x					
Wastebaskets							
empty & replace liner	x						
damp wipe: interior/exterior			x				
empty recycling bins	x						
empty cabinets/dressers							
empty spots/landmarks		x					
polish (wood)				x			
Reception Area Countertops							
dust & spots damp wipe	x						
Wall Handrails							
dust		x					
high-dust for cobwebs		x					
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge				x			
clean interior window				x			
Computers/Computer Screens							
dust		x					
clean glass		x					

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Floors								
vacuum carpet	x							
damp mop tile floors	x							every 3 days
buff tile floors						x		
strip & wax tile floors								
Miscellaneous								
wipe light switches	x							
dust/damp wipe overhead lights					x			
dry/damp wipe hvac vent					x			
dry/damp wipe doors & frames								
spot clean kick plates	x							
polish kick plates						x		
empty outdoor ashtrays	x							
spot clean walls	x							
clean interior & exterior door glass								
clean & disinfect water fountain	x							
clean vent on water fountain						x		
damp wipe telephones								
<b>RESTROOMS</b>								
Sinks & Showers								
clean & disinfect								
Commodes & Urinals								
clean and disinfect	x							

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION							
AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Partitions							
dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Floors							
damp mop	x						
vacuum	x						
damp wipe base boards			x				
heavy clean & scrub			x				
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						
polish kick plates			x				
<b>KITCHEN/LUNCH ROOM</b>							
Floors							
damp mop	x						
damp wipe baseboards			x				

# BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
AREA & ITEM DESCRIPTION								every 3 days
buff tile floor							X	
strip & wax tile floors								
stack chairs when mopping lunchroom	X							
<b>Chairs</b>								
damp wipe seats	X							
damp wipe frames				X				
<b>Wastebaskets</b>								
empty & replace liner	X							
damp wipe exterior & interior				X				
empty recycling bins	X							
<b>Sink &amp; Countertop</b>								
clean & disinfect	X							
<b>Appliances</b>								
damp wipe front	X							
dust top & sides			X					
damp wipe entire surfade				X				
clean microwave inside and out	X							
clean refrigerator (to be scheduled w/illage representative beforehand)					X			
clean coffee pot and machine	X							

# BID #2011-01 JANITORIAL SERVICES

## ATTACHMENT A

### Cleaning Supplies for Janitorial Contract

ITEM	DESCRIPTION
Bath Roll Tissue	2 ply or better
Roll Paper Towels	Full Size
Multi-Fold Towels	Tri-fold
Deodorant Blocks	
Bottle Soap for dispensers	
Aerosol room fresheners (Refills)	
Floor Soap	
Can Liners	16 Gallon
Can Liners	33 Gallon
Can Liners	55 Gallon
Paper Cups	4.5 oz
Toilet Bowl Cleaner	
Stainless Steel Cleaner	
Glass Cleaners	
Multi Purpose Cleaners	
Toilet Brushes	
Hand Dusters	
Vacuum Cleaner	at least 1
Floor Scrubbers	at least 1
Floor strippers/waxers	

**BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST**

**ADMINISTRATION**

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						

# BJD #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

## VILLAGE HALL LOBBY

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
<b>RESTROOMS</b>							
Sinks, Commodes & Urinals clean & disinfect	x						
Partitions dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition				x			
<b>Metal &amp; Hardware</b>							
damp wipe & polish	x						
Mirrors spray clean	x						
Wastebaskets empty & replace liner	x						
damp wipe exterior & interior			x				
Floors damp mop	x						
damp wipe baseboards			x				
heavy clean & scrub floors		x					
seal brick floors						annually	
<b>Miscellaneous</b>							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						

BID #2011-01 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

VILLAGE HALL LOBBY		DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
AREA & ITEM DESCRIPTION								
ENTRANCE WAYS & VESTIBULES								
Doors/WINDOWS								
	clean glass interior/exterior	X						
	dust/damp wipe frames/edges		X					
Fibers								
	damp mop	X						
	heavy clean & scrub floors		X					
	vacuum carpet runners	X						
Furniture & Display Case								
	damp wipe reception counters	X						
	dust displays, wall hangings		X					
	clean glass			X				
Outdoors -								
	Empty garbage cans at front and rear and rear entrances	X						

## **REFERENCES:**

### **The Oaks Recreation & Fitness Center**

10847 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-1316

Contact Person: Bill Bucholz

Job Description: Fitness Club Center

Building Size: 40,000 sq.ft.

Contract Period: March 2010- December 2011

Approximate contract amount: \$45,000.00

### **Mokena Community Park District**

10925 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-8867

Contact Person: Jim VanGennep

Job Description: Offices and Facilities

Building size: 14,000 sq.ft.

Contract Period: March 2009 - December 2010

Approximate contract amount: \$36,000.00

### **Egan Water Reclamation Plant**

550 S. Meacham

Schaumburg, IL 60193

Phone: (630) 584-5423



Contact person: Dan

Job Description: Offices and Facilities

Building Size: 65,000 sq. ft.

Contract Period: May 2010- May 2013

Approximate contract amount:\$90,000.00

**Calumet City Police Department**

1200 Pulaski Road

Calumet City, IL 60409

Phone: (708) 868-2500, Ext. 282

Contact Person: Lt. Kevin Glaser

Job Description: Offices and Facilities

Building Size: 35,000 sq. ft.

Contract Period: February 2011- January 28, 2012

Approximate contract amount:\$36,864.00

**West Chicago Community Education Center**

950 E. Roosevelt Road

West Chicago, IL 60185

Phone: (630) 231-3348

Contact Person: Debbie Black

Job Description: Offices and Facilities

Building Size: 8,000 sq.ft.

Contract Period: July 2010- July 2011

Approximate contract amount:\$9,000.00

**Bloomington Center for Independent Learning**

Town Square Bloomington

1600 Bloomington



ECO CLEAN MAINTENANCE, INC.

Bloomington, IL 60108

Phone: (630) 942-4905

Contact Person: Terry Milani-Bruno

Job Description: Offices and Facilities

Building Size: 8,000 sq.ft

Contract Period: July 2010- July 2011

Approximate contract amount: \$9,000.00

**U.S.M. (Transfield Services Group)**

1880 Markley Street

Norristown, PA 19401

Phone: (908) 235-2405

Contact Person: Susan Andrews

Job Description: Services and Retail

Building size: 3,500 sq.ft. - 95,000 sq.ft.

Contract Period: December 2008- Present

Approximate contract amount: Payable varies per service (up to \$2,500.00 per service)

**Clarín**

927 North Shore Drive

Lake Bluff, IL 60044

Phone: (847) 457-6617

Contact Person: Monica Bloomfield

Job Description: Offices and facilities

Building size: 25,000 sq.ft.

Contract Period: August 2009 - April 2010

Approximate contract amount: \$5,000.00



**ECO CLEAN MAINTENANCE, INC.**

**COMMERCIAL Science**

1550 Barclay Blvd.

Buffalo Grove, IL 60089

Phone: (847) 850-7500

Contact Person: Judy Franks

Job Description: Offices and facilities

Building size: 5,000 sq.ft.

Contract Period: July 2010 - July 2011

Contract amount: \$3,000.00

**Paragon Marketing Group**

7449 N. Natchez Ave, #100

Niles, IL 60714

Phone: (847) 676-6550

Contact Person: Jenny

Job Description: Offices and facilities

Building size: 10,000 sq.ft.

Contract Period: September 2010 - September 2011

Contract amount: \$9,000.00

**Walgreen Company**

4339 DiPaolo Center

Glenview, IL 60025

Phone: (847) 257-4820

Contact Person: Jim

Job Description: Offices and facilities

Building size: 10,000 sq.ft.

Contract Period: October 2010 - October 2011

Contract amount: \$15,000.00





**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



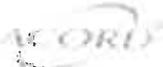
**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of FEBRUARY A.D. 2010**

*Jesse White*

SECRETARY OF STATE

Authentication #: 1003401604

Authenticate at: <http://www.cyberdriveillinois.com>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/19/2014

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).

<b>PRODUCER</b> T.A. Cummings Jr. Co 4153 Main St.  Skokie IL 60076		Marilyn Rasco (847) 679-7350 marilynrt@tacummings.com	
<b>INSURED</b> ECO Clean Maintenance, Inc 5862 North Milwaukee Ave  Chicago IL 60646		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Ohio Security Insurance Company	NAIC # 24082
		INSURER B: Sentinel Insurance Company	11000
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1412109119 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.

INSR ITR	TYPE OF INSURANCE	ADDL. SUPP. (INSR / 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"/> HOMEOWNERS <input checked="" type="checkbox"/> AUTO		BKS (14) 55490225	3/11/2013	3/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BKS (14) 55490225	3/11/2013	3/11/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per 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 N/A	33WECRX2302	2/19/2013	2/19/2014	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS-MADE				AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Village of Willowbrook, All Employees and Officers of the Village are Additional Insureds with respects to the operations of the named insured.

<b>CERTIFICATE HOLDER</b>  Village of Willowbrook 7760 Quincy Street Willowbrook, IL 60527	<b>CANCELLATION</b>  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:  Scott Cummings/RASM00 <i>Scott Cummings</i>
--	--

# Certificate of Completion



America's OSHA Training & Compliance Experts

This Certifies That

Agnieszka B Dudek

is awarded this certificate for

OSHA - 10 Hour General Industry Outreach Training Program w/ PDF Study Guide

Credit Hours: 10

Completion Date: 12/29/2010 09:34 CST

Certificate Number:

Michael Millsap

Student Signature

Michael Millsap

Michael Millsap, Trainer C 0034819 and G 0021414



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Eco-Clean Maintenance, Inc. 1900 E Golf Rd. #950 Schamburg, IL 60173

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

American Safety Casualty Insurance Company 444 Ocean Blvd., 18th Floor Long Beach, CA 90802

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

Village of Willowbrook 7760 Quincy Street Willowbrook, IL 60527

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Nine Hundred Thirty Dollars

(\$ 930.00 )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Janitorial Services, Janitorial Services, located in IL

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 31<sup>st</sup> day of March, 2011

Eco-Clean Maintenance, Inc.

(Principal) Arkadiusz Grabowski (Seal)

(Witness)

American Safety Casualty Insurance Company (Surety) Mark Levinson, Attorney-in-Fact (Seal)

(Witness)





### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

**Mark Levinson**

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

#### ALL OBLIGEEES

provided that n bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of  
**\*\*ONE MILLION DOLLARS (\$1,000,000.00)\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6<sup>th</sup> day of August, 2008.

**RESOLVED**, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

**RESOLVED FURTHER**, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

**RESOLVED FURTHER**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6<sup>th</sup> day of August, 2009

Attest

Ambuj Jain  
Ambuj Jain



Joseph D. Scolo, Jr.  
Joseph D. Scolo, Jr.

STATE OF GEORGIA }  
COUNTY OF COBB }

On this 6<sup>th</sup> day of August, 2008, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY  
Notary Public, Hall Co., GA  
My Commission Expires Aug. 13, 2012

Jami Bailey  
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 31<sup>st</sup> day of March, 2011



Ambuj Jain  
Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS  
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL



**ECO CLEAN MAINTENANCE, INC.**

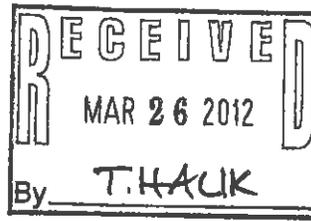


EXHIBIT "B"

March 26, 2012

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

**Re: Cleaning Services Contract Extension**

Dear Mr. Halik:

We are pleased to inform that Eco Clean Maintenance, Inc. would be willing to extend the contract for an additional year at no additional increase in the contract price.

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

Truly yours,

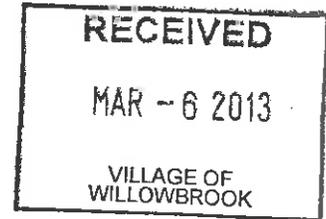
Eric Grabowski

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



EXHIBIT "B"

**ECO CLEAN MAINTENANCE, INC.**



March 4, 2013

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

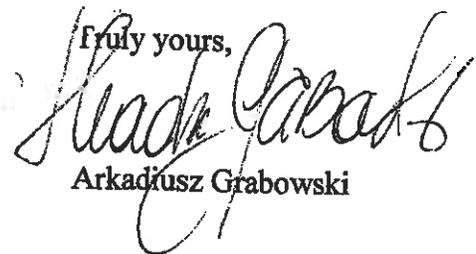
**Re: Cleaning Service Contract Extension**

Dear Mr. Halik,

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

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

Truly yours,



Arkadiusz Grabowski

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



**ECO CLEAN MAINTENANCE, INC.**



March 3, 2014

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

**Re: Cleaning Services Contract Extension**

Dear Mr. Tim Halik:

We are pleased to inform that Eco-Clean Maintenance, Inc. would be willing to extend the contract for an additional year at no additional increase in the contract price.

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

Truly yours,

Eric Grabowski

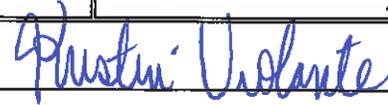
**5862 N. Milwaukee Avenue • Chicago, IL 60646**  
**877-GO-ECO-01 (877-463-2601) • FAX 773-930-3353**  
**EMAIL [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)**

# 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 PURCHASE OF PICNIC TABLES FOR PARK PROPERTIES  
– BELSON OUTDOORS

**AGENDA NO.****5i****AGENDA DATE:** 3/24/14**STAFF REVIEW:** Kristin Violante, Superintendent of Parks**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Staff received a call from a local resident on Monday, March 3, that picnic tables were missing at Willow Pond Park. Staff went to the park to investigate. After visiting both Willow Pond and Borse Parks, staff reported to police that the tops and seats of nineteen (19) aluminum picnic tables had been dismantled and taken. Only the table frames remained.

The police believe the thefts took place prior to February 24<sup>th</sup>. After calling area park districts, staff learned that the Darien Park District had a similar incident occur around the same time. The remaining parks have been checked and nothing else has been taken. Ten (10) picnic tables have been removed from Borse Park and are currently being stored at the public works facility. A claim has been filed with the Village's risk management agency, IRMA.

Staff suggests the Village replace the nineteen aluminum tables with tables of similar quality and material. These tables are used on a regular basis by permit holders and other park visitors. Aluminum tables are durable and more vandal resistant.

Staff have received quotes from two suppliers to replace 17- six foot tables and 2- eight foot handicapped accessible tables:

**Quote 1: Belson Outdoors - \$11,666 – Since this is a local company, public works will pick up the tables to save on shipping.**

**Quote 2: NuToys - \$12,861 – includes shipping**

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

Staff recommends that the Village purchase the replacement tables from Belson Outdoors at a total cost of \$11,666. The Village will save \$461.67 by picking the tables up directly from the Belson Outdoor, North Aurora facility.

**ACTION PROPOSED:**

Adopt Resolution

Incident#: 15-14-01532



# Willowbrook Police Department

7760 Quincy St Willowbrook, IL 60527 (630) 325-2808



STATION COMPLAINT UCR/Offense Code 1340 (CRIMINAL DAMAGE TO GOVERNMENT S		DESCRIPTION DAMAGE TO STATE SUP PROP WILLOW POND		INCIDENT # 15-14-01532
REPORT TYPE Incident Report	RELATED CAD #	DOT #		HOW RECEIVED E911
WHEN REPORTED 03/03/2014 10:19	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 200 S Midway WILLOWBROOK, IL 60527			
TIME OF OCCURRENCE 03/03/2014 10:58 - 03/03/2014 10:58		STATUS CODE (02) Pending		STATUS DATE

**INVOLVED ENTITIES**

NAME WBPD/1523		DOB	AGE	ADDRESS		
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	DL State	FBI #		ALT PHONE	
CLOTHING					Prints Taken	Criminal History
UCR		TYPE			RELATED EVENT #	

NAME Passero, Andrew		DOB 02/16/1989	AGE 25	ADDRESS 7760 S Quincy St Willowbrook, IL 60527		
SEX M	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE (630) 514-3329
SID #	DL #	DL State	FBI #		ALT PHONE	
CLOTHING					Prints Taken	Criminal History
UCR		TYPE Complainant			RELATED EVENT # 1	

NAME Village of Willowbrook Parks/Recrea		DOB	AGE	ADDRESS 7760 S Quincy St Willowbrook, IL 60527		
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	DL State	FBI #		ALT PHONE	
CLOTHING					Prints Taken	Criminal History
UCR		TYPE Victim			RELATED EVENT # 1	



Incident#: 15-14-01532



# Willowbrook Police Department

7760 Quincy St Willowbrook, IL 60527 (630) 325-2808



STATION COMPLAINT UCR/Offense Code 1340 (CRIMINAL DAMAGE TO GOVERNMENT S		DESCRIPTION DAMAGE TO STATE SUP PROP WILLOW POND	INCIDENT # 15-14-01532
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TIME OF OCCURRENCE 03/03/2014 10:58 - 03/03/2014 10:58	STATUS CODE (02) Pending		STATUS DATE

**INVOLVED PROPERTY**

PROPERTY #	RECOVERED BY	BRAND / MODEL / SERIAL NUMBER	QUANTITY
P15-14-01532-1			19.0000
TYPE CONSTRUCTION MATERIAL	Status Stolen	DESCRIPTION OF PROPERTY Missing park bench tops.	PROPERTY VALUE \$13,300.00
P15-14-01532-2			
TYPE CONSTRUCTION EQUIPMEN	Status Stolen	DESCRIPTION OF PROPERTY Park Bench Top	PROPERTY VALUE \$700.00
P15-14-01532-3	Eisenbeis, S - 524		1.0000
TYPE OTHER PROPERTY/COMMOI	Status Recovered	DESCRIPTION OF PROPERTY black mini mag flashlight with "Oak Park Arms" stamped on it	PROPERTY VALUE \$50.00
P15-14-01532-5	Eisenbeis, S - 524		1.0000
TYPE TOOLS	Status Evidence	DESCRIPTION OF PROPERTY 3/8" craftsman socket adapter	PROPERTY VALUE \$15.00
P15-14-01532-6	Eisenbeis, S - 524		1.0000
TYPE ELECTRONIC EQUIPMENT	Status Evidence	DESCRIPTION OF PROPERTY 1 gb cf card	PROPERTY VALUE \$5.00
P15-14-01532-7	Eisenbeis, S - 524		1.0000
TYPE ELECTRONIC EQUIPMENT	Status Evidence	DESCRIPTION OF PROPERTY 1 gb cf card	PROPERTY VALUE \$5.00
P15-14-01532-8	Eisenbeis, S - 524		1.0000
TYPE OTHER EVIDENCE/NON-PRO	Status Evidence	DESCRIPTION OF PROPERTY Ognjen Shaljanin elimination prints	PROPERTY VALUE \$0.00
P15-14-01532-9	Eisenbeis, S - 524		1.0000
TYPE PHOTOGRAFIC EQUIPMENT	Status Evidence	DESCRIPTION OF PROPERTY (1) PHOTO DISK	PROPERTY VALUE

**NARRATIVES**

**PRIMARY NARRATIVE**

R/O was informed by Andrew Passero of the Willowbrook Public Works Department that a total of twenty aluminum park bench tops and seats were dismantled with pieces left on scene, and stolen from both Willow Pond and Borse Community Park sometime prior to February 24th. The City of Darien had similar thefts of park benches/tables approximately one to two weeks ago. The remaining parks were checked by the Public Works Department with nothing else taken. Photographs of the damaged/missing park benches were taken by Officer Scott Eisenbeis. No offender/vehicle information available. The estimated dollar loss is approximately \$11,000.00. See Supplemental

Incident#: 15-14-01532



# Willowbrook Police Department

7760 Quincy St Willowbrook, IL 60527 (630) 325-2808



STATION COMPLAINT UCR/Offense Code		DESCRIPTION	INCIDENT #
1340 (CRIMINAL DAMAGE TO GOVERNMENT S		DAMAGE TO STATE SUP PROP WILLOW POND	15-14-01532
REPORT TYPE	RELATED CAD #	DOT #	HOW RECEIVED
Incident Report			E911
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)		
03/03/2014 10:19	200 S Midway WILLOWBROOK, IL 60527		
TIME OF OCCURRENCE		STATUS CODE	STATUS DATE
03/03/2014 10:58 - 03/03/2014 10:58		(02) Pending	

report.

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
Kolodziej, T	523	Svehla, A	508

Incident#: 15-14-01532



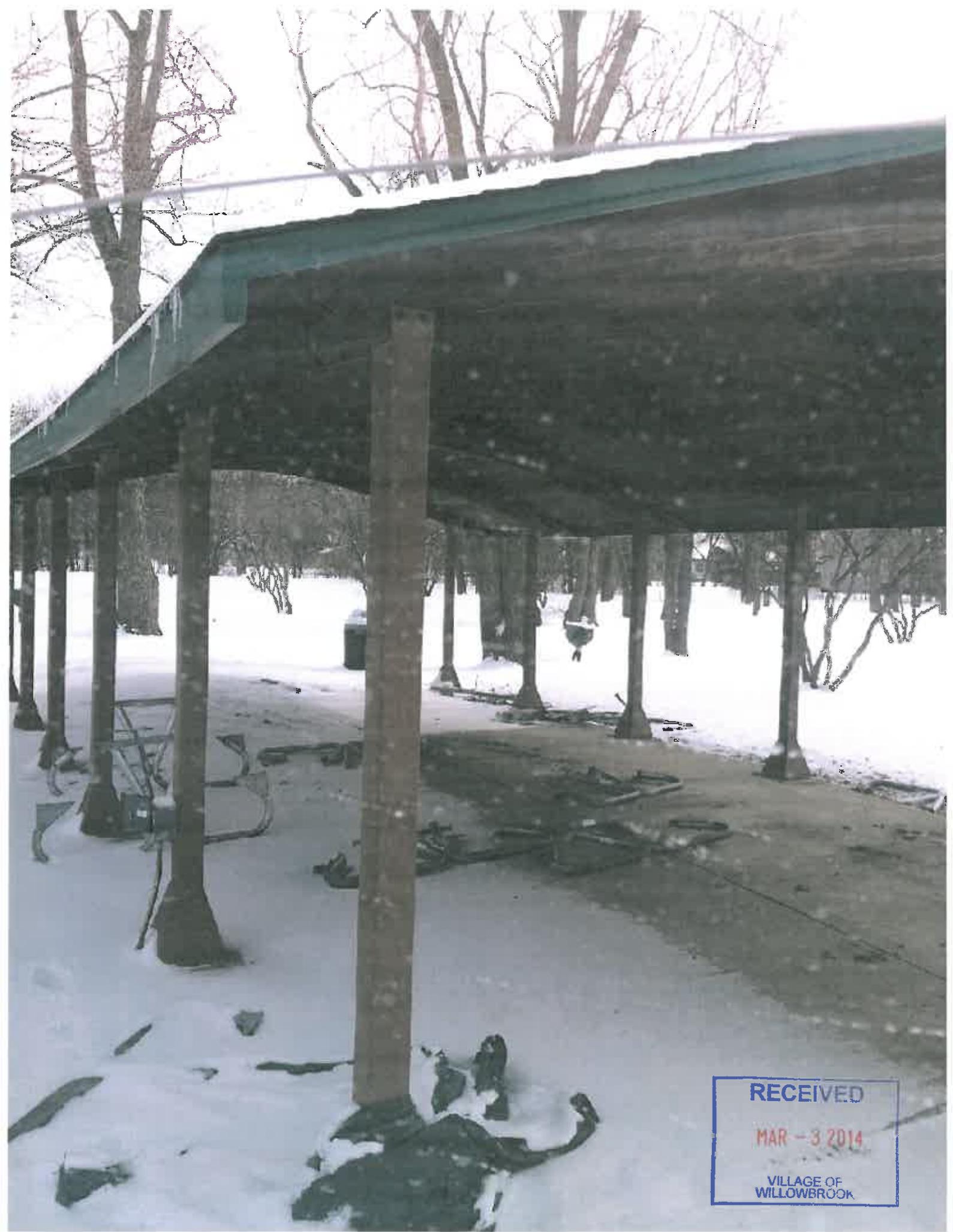
# Willowbrook Police Department

7760 Quincy St Willowbrook, IL 60527 (630) 325-2808



<b>STATION COMPLAINT UCR/Offense Code</b>		<b>DESCRIPTION</b>	<b>INCIDENT #</b>
1340 (CRIMINAL DAMAGE TO GOVERNMENT §		DAMAGE TO STATE SUP PROP WILLOW POND	15-14-01532
<b>REPORT TYPE</b>	<b>RELATED CAD #</b>	<b>DOT #</b>	<b>HOW RECEIVED</b>
Incident Report			E911
<b>WHEN REPORTED</b>	<b>LOCATION OF OFFENSE (HOUSE NO., STREET NAME)</b>		
03/03/2014 10:19	200 S Midway WILLOWBROOK, IL 60527		
<b>TIME OF OCCURRENCE</b>		<b>STATUS CODE</b>	<b>STATUS DATE</b>
03/03/2014 10:58 - 03/03/2014 10:58		(02) Pending	

<b>SUPPLEMENTAL NARRATIVE</b>	<b>TYPE:</b> Incident				
<p>During the morning of Monday, March 3rd, 2014 at approximately 1100 hrs, R/O was called to Borse Park and Willow Pond to photograph the thefts of picnic table tabletops. R/O located a Craftsman 3/8" socket adapter in the Borse Park pavilion near the dismantled picnic tables. The socket was placed into evidence with the compact flash cards from Borse Park and Willow Pond.</p> <p>While processing the evidence, R/O was approached by Willowbrook public works employee Ognjen Shaljanin who related that he found a black mini mag buried in the snow under the Borse Park pavilion. Mr. Shaljanin handed R/O the flashlight in a plastic bag and provided elimination prints. R/O photographed the flashlight.</p> <p>Elimination prints, 3/8" socket adapter, and flashlight to be sent to the crime lab for evidence for analysis.</p>					
<b>REPORTING OFFICER</b>	<b>DATE</b>	<b>TIME</b>	<b>APPROVED BY</b>	<b>SECURE</b>	<b>JUVENILE</b>
Eisenbeis, S	03/03/2014	12:20	Svehla, A	No	

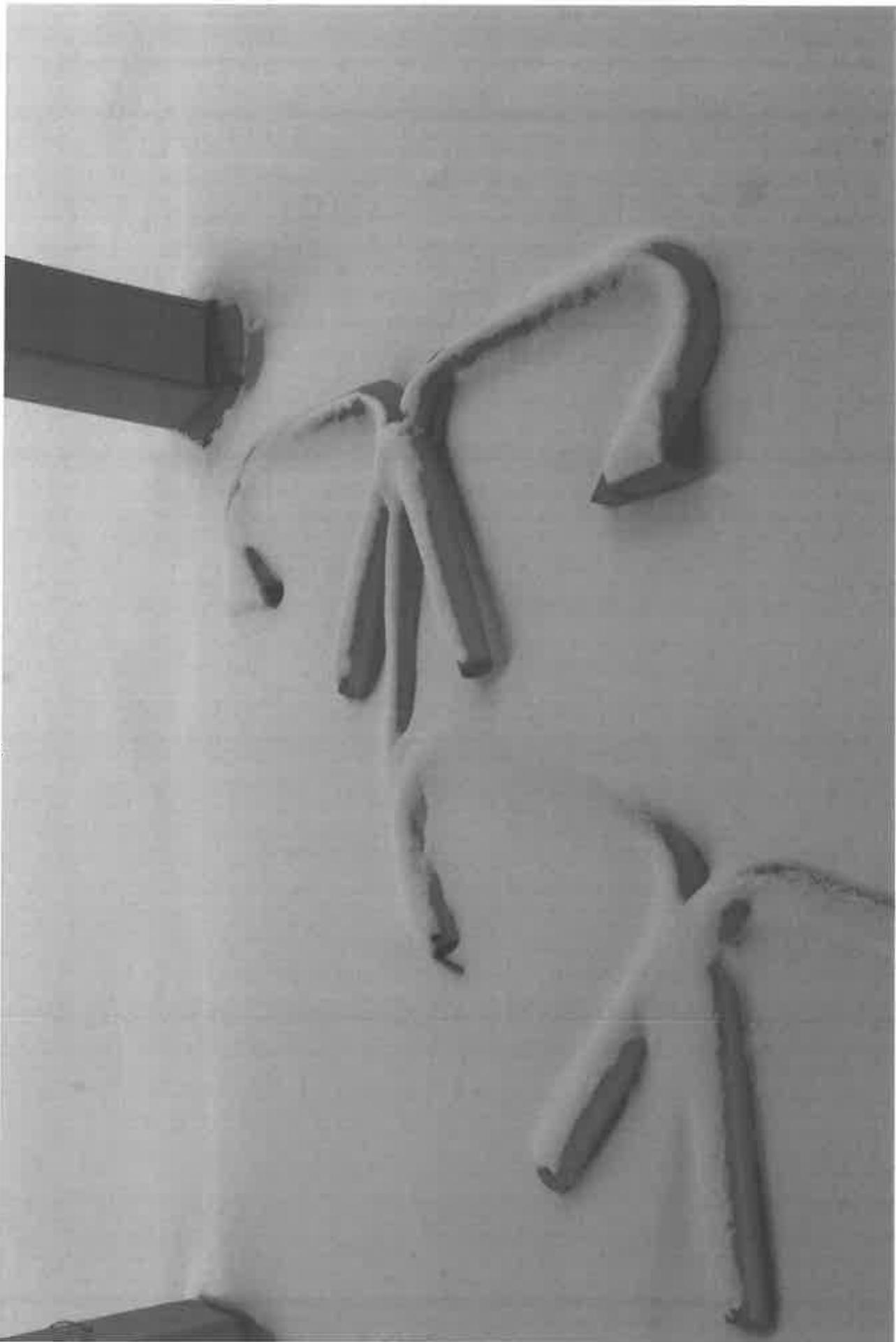


RECEIVED

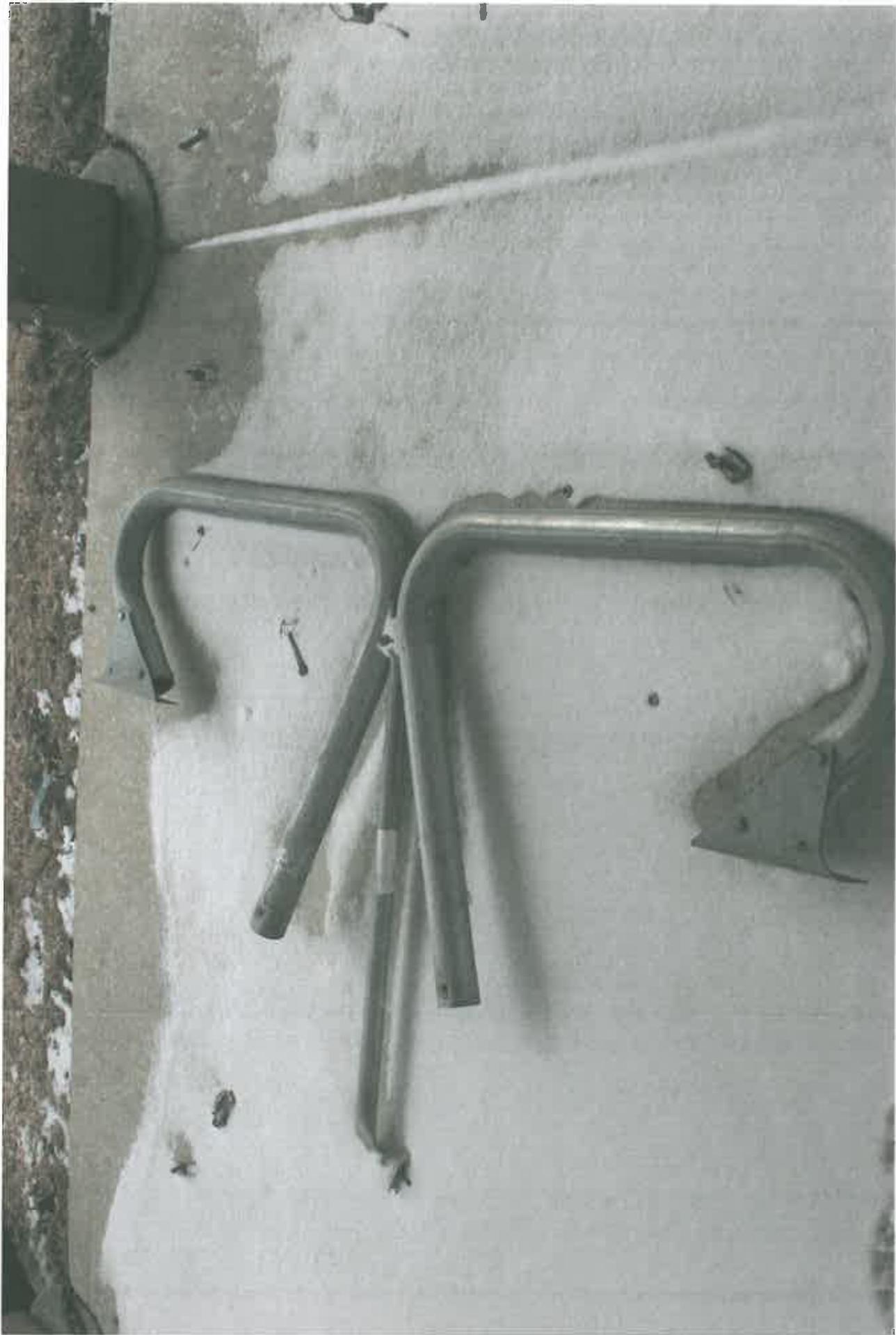
MAR - 3 2014

VILLAGE OF  
WILLOWBROOK









RESOLUTION NO. 14-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT A PROPOSAL FOR THE PURCHASE OF PICNIC TABLES FOR  
PARK PROPERTIES – BELSON OUTDOORS

---

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 accept a proposal, attached hereto as Exhibit "A" and made a part hereof, received from Belson Outdoors, to purchase nineteen (19) galvanized frame anodized aluminum picnic tables for use in Willowbrook park properties, for a cost not to exceed \$11,666.

ADOPTED and APPROVED this 24<sup>th</sup> day of March, 2014

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

You have received this Quote per your request from Belson Outdoors (belson.com).  
 If you are having trouble reading this email? [View it in your browser](#) or go to  
<https://www.belson.com/shopcart/request.asp?OID=93382&Key=2788.93059830537>

**Quote #**  
**WQ 93382**

Here is the Quote as per your request. The 'Shipping' total has been applied.  
 To place an order, simply click 'Submit Order Confirmation' below.  
 Please print this page for your records.  
 Customer Order Confirmation is **required** to process order.

[Submit Order Confirmation](#)

[Decline Quote](#)



111 North River Road  
 North Aurora, IL. 60542  
 sales@belson.com

Toll Free: 1-800-323-5664  
 Phone: 1-630-897-8489  
 Fax: 1-630-897-0573

**QUOTE #**  
**WQ 93382**

Product Code	Description	Lbs	Quantity	Unit Price	Unit Total
PMG-6AA	Park Master Table, Galvanized Frame, 6' Anodized Aluminum	2261	17	\$608.00	\$10,336.00
PMG-HAA	Park Master ADA Table, Galvanized Frame, Anodized Aluminum	330	2	\$665.00	\$1,330.00

<b>Subtotal:</b>	2591	<b>Subtotal:</b>	\$11,666.00
		<b>(Illinois Only) Tax</b>	\$0.00
		<b>Shipping</b>	\$461.47
		<b>Grand Total</b>	\$12,127.47

Customer Order Confirmation is required to process order.

Your Quote will not be shipped without your "Order Confirmation"

**Sold To:**

First Name\* Kristin  
 Last Name\* Violante  
 Company Village of Willowbrook  
 Address\* 7760 Quincy Street  
 Address  
 City\* Willowbrook  
 State\* IL  
 Zip Code\* 60527  
 Country  
 Phone\* 630-920-2251  
 Fax  
 Email kviolante@willowbrook.il.us

**Ship To:**

First Name Kristin  
 Last Name Violante  
 Company Village of Willowbrook  
 Address\* 7760 Quincy Street  
 Address  
 City\* Willowbrook  
 State\* IL  
 Zip Code\* 60527  
 Country  
 Phone 630-920-2251

**Additional Delivery Services**

Phone Call 24 Hours Prior to Delivery\*



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION DECLARING MAY 17, 2014 AS DUPAGE RIVER SWEEP DAY THROUGHOUT DUPAGE COUNTY

**AGENDA NO.**

5j

**AGENDA DATE:** 3/24/14

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** *Cindy Stuchl*

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** *THOMAS BASTIAN TH*

**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)**

The 23<sup>rd</sup> Annual DuPage River Sweep is a county-wide stream cleanup held each spring that encompasses the East and West Branches of the DuPage River and Salt Creek, as well as many tributaries. The purpose of the River Sweep is to encourage volunteers to help "sweep our rivers clean" by picking up debris in and along their local waterways and by restoring nearby land back to its natural state. Since the event was launched in 1991, thousands of volunteers have collected nearly 230 tons of garbage from DuPage County waterways!!!

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

None.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, the County of DuPage, through the Stormwater Management Division and municipalities, townships and park districts, recognizes ongoing stream cleaning and restoration as essential of the preservation of waterways throughout DuPage County and northwestern Illinois; and

**WHEREAS**, DuPage County River Sweep is a county-wide stream cleanup and restoration event organized by The Conservation Foundation and held in cooperation with the American Rivers National River Clean Up; and

**WHEREAS**, the purpose of the River Sweep is to encourage citizens and volunteer groups to help “sweep our rivers clean” by picking up debris in and along our waterways, and by participating in stream restoration projects; and

**WHEREAS**, stream cleaning efforts have been very successful with more than 9,500 volunteers removing nearly 230 tons of debris from DuPage County streams since 1991; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook congratulate The Conservation Foundation on 23 successful years for this event; and

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, proclaim that all residents of the Village of Willowbrook are encouraged to make a difference in the quality of water in the area, and are further urged to support and participate in “River Sweep 2014” on Saturday, May 17, 2014.

Proclaimed this 24<sup>th</sup> day of March, 2014.

Attest:

---

Mayor

---

Village Clerk

*We save land. We save rivers.*

February 28, 2014

President Robert Napoli  
 Village of Willowbrook  
 7760 Quincy Rd.  
 Willowbrook, IL 60521

Dear President Napoli,

Join us in the 23rd year tradition of the DuPage River Sweep. The Conservation Foundation would like to partner with you to encourage 10 volunteers to participate from your community. The Sweep is taking place **Saturday, May 17 (9:00 a.m.–noon)**. We will provide free supplies for volunteers, site selection assistance and registration coordination. Last year over 730 volunteers participated throughout the county and with your involvement more creeks, tributaries and riverways will be cleaner and healthier. It's easy to get started:

**Tell us your community champion.**

Every community has a super volunteer and others just waiting to be asked. We would like to work with that person to initiate the Sweep in your community. Let us know who from your community we can contact by writing [sgeorge@theconservationfoundation.org](mailto:sgeorge@theconservationfoundation.org).

**We assist with volunteer recruitment.** We have enclosed an *announcement sample* to help create your own e-letter or copy it for your website and next newsletter to residents this month. A *promotion poster* is also available online, ([www.theconservationfoundation.org/sweep](http://www.theconservationfoundation.org/sweep)) for use in your office and throughout your community. Lastly, forward the DuPage River Sweep webpage to groups such as an Environment Committee chair, HOA (homeowner association) Presidents, Scout troops, environmental clubs, corporations, religious groups, high School student leaders (National Honor Society, Key Club, Eco Club) as well as middle school teachers leading Eco Clubs and service clubs.

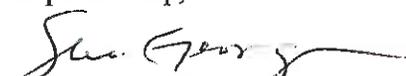
**What areas do you need swept?** Inform us of what public access waterway sites in your community need to be cleaned. Email this information to [sgeorge@theconservationfoundation.org](mailto:sgeorge@theconservationfoundation.org).

**Proclaim Sat. May 17, 2014 DuPage River Sweep Day.** Ask your board to approve a proclamation (see sample) to demonstrate to resident's the importance of healthy waterways.

To register and learn more details about the DuPage River Sweep visit us at [www.theconservationfoundation.org/sweep](http://www.theconservationfoundation.org/sweep). The Conservation Foundation along with the Sweep's sponsors and partners (DuPage County Stormwater Management Department, DuPage County Forest Preserve District, Illinois Environment Protection Agency, Waste Management, American Rivers, Ice Mountain, Pizzo Companies and Christopher Burke Engineering) hope you will join us. Also, enclosed is our *Storm Drain Stenciling* brochure. This program along with the Sweep is *encouraged for NPDES Phase II permit compliance*.

So join us in spreading the word today and register for the DuPage River Sweep.

In partnership,

  
 Sue George, Watershed Assistant



CHANGE  
*Flows*

## Saturday, May 17th 9:00-Noon

Join the fun and make a difference in your community on May 17th.

Individuals as well as community, school, scout and family groups are invited to register to help remove debris from the DuPage River, Salt Creek and their tributaries or help restore stream banks back to the natural state.

Since 1991, over 235 tons of trash have been removed from DuPage County rivers. The Sweep is coordinated by The Conservation Foundation. Work gloves, garbage bags, trash pokers, grabbers and refreshments are supplied by sponsors.

To register as an individual or group, fill out the form below and return it to The Conservation Foundation.



Log on to [www.theconservationfoundation.org/sweep](http://www.theconservationfoundation.org/sweep) for more details or to register online. For more information contact Sue George at (630) 428-4500, ext. 122.

### 2014 DuPage County River Sweep Registration Form

Indicate if you are a group or individual and your preferred type of volunteer participation. Email, fax or mail your form to the address below.

- Step 1  Group  Individual
- Step 2  Sweep clean up  Restoration (select sites available - see website)  Both

Name \_\_\_\_\_

Organization \_\_\_\_\_

Group Contact \_\_\_\_\_

Telephone Number(s) (\_\_\_\_\_) \_\_\_\_\_

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

e-mail \_\_\_\_\_

Number of volunteer/s: adults \_\_\_\_\_ youth \_\_\_\_\_

Preferred Community or Town \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name of stream or tributary \_\_\_\_\_

Supplies Needed — circle below

trash bags      pokers      grabbers      gloves

Do you have canoes available to you/r group?    Yes    No

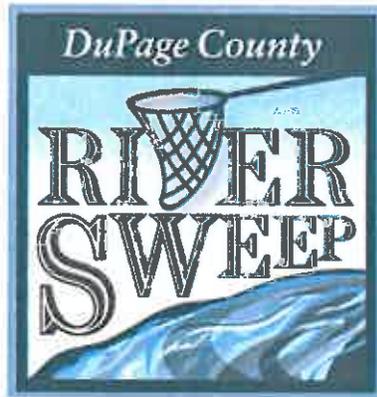
- ( ) I/Our organization would like to do a cleanup but have not selected a site. Please contact me/us with suggestions.
- ( ) I/Our organization will be unable to actively participate in a cleanup but I/we would like to help with a donation of \$\_\_\_\_\_ enclosed (**Make checks payable to The Conservation Foundation**).
- ( ) I/Our organization would like more information about **Storm Drain Stenciling** in our area.
- ( ) I/Our organization would like more information regarding DuPage County **Adopt-A-Stream** program.

#### Questions?

Call Sue George at 630-428-4500, Ext. 122 or e-mail: [sgeorge@theconservationfoundation.org](mailto:sgeorge@theconservationfoundation.org)

Return form to:

The Conservation Foundation Attn.: Sue George FAX: (630) 428-4599 10 S 404 Knoch Knolls Road Naperville, IL 60565



CHANGE  
*Flows*

## Announcement Sample -

Below is a sample paragraph for press announcements, e-letters, newsletters & catalogs.

***DuPage River Sweep 2014:*** Join the fun of the DuPage River Sweep while enjoying the outdoors on the morning of **Saturday, May 17<sup>th</sup>**. Make a difference in the quality of water and in the appearance of waterways in your community.

*Volunteers are needed Saturday, May 17th, from 9:00-Noon to help remove trash and debris and to restore areas near streams of the DuPage River and its tributaries. Since 1991 over 9500 volunteers have participated in this annual clean-up and have removed nearly 230 tons of trash - but each year there's always more to clean! Everyone is welcome!*

*Please call The Conservation Foundation at (630) 428-4500 x22 or visit [www.theconservationfoundation.org/sweep](http://www.theconservationfoundation.org/sweep) to register and for more information.*



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

March 19, 2014

**Mayor**

Frank A. Trilla

Alexander, Bo  
7726 Sugarbush Ln  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 112855.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$686.33. 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 March 24, 2014, 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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton

Crafton, Anthony  
7814 Eleanor Pl  
Willowbrook Il 60527

Re: Account No. 111465.011  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$299.22. 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 March 24, 2014, 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 630-920-2238 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:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

Grubisich, Nikola  
7806 Virginia Ct  
Willowbrook IL 60527

Re: Account No. 111485.000  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$240.81. 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 March 24, 2014, 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 630-920-2238 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:vs



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Hruska, Michelle  
7619 Apple Tree Ln  
Willowbrook II 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110190.001  
Delinquent Water Bill

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$92.22. 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 March 24, 2014, 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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Mares, Gregory & Constance  
230 Midway Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 111690.001  
Delinquent Water Bill

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$254.04. 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 March 24, 2014, 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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Raceala, John  
6322 Breton Lakes Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 152930.000  
Delinquent Water Bill

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$197.36. 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 March 24, 2014, 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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Rogers, Chrissy  
7726 Eleanor Pl  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 111180.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Please be advised that your water bill is now delinquent in the amount of \$92.22. 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 March 24, 2014, will result in the immediate termination of your water service.

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

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Temen, Kenneth  
413 W 79th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110120.001  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$168.05. 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 March 24, 2014, will result in the immediate termination of your water service.

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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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

February 27, 2014

**Mayor**

Frank A. Trilla

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 410210.004  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$830.50. 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 March 24, 2014, will result in the immediate termination of your water service.

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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 630-920-2238 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.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:vs

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

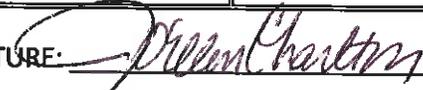
Consideration of an Ordinance PC-14-01: Rezoning Property from R-1 to B-4:  
79<sup>th</sup> Street Map Amendments

**AGENDA NO.**

7

**AGENDA DATE:** 3/24/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant

SIGNATURE:

**LEGAL REVIEW:** Thomas M. Bastian, Village Attorney

SIGNATURE:

**RECOMMENDED BY:** Tim Halik, Village Administrator

SIGNATURE:

**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Upon annexation in 2007, the properties were never "zoned" and therefore defaulted to R-1 Single Family Residence District pursuant to State Statutes. Rezoning the properties to B-4 is compatible with nearby zoning classifications and the recommendations in the Comprehensive Plan. The rezoning will also make it possible for the building at 815 79<sup>th</sup> to be utilized partly as a Firearm Store assuming the text amendments associated with 14-02 are also approved.

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

The Village Board received copies of the staff report and the Plan Commission's recommendation at the March 5, 2014 meeting.

**ACTION PROPOSED/RECOMMENDATION:**

March 10, 2014: Receive Plan Commission Recommendation

March 24, 2014: Consideration of Ordinance regarding 79<sup>th</sup> Street Map Amendments

Staff recommends approval of the attached ordinance.

ORDINANCE NO. 14-O-\_\_\_\_\_

AN ORDINANCE REZONING CERTAIN TERRITORY -  
PC 14-01: 79<sup>th</sup> Street Map Amendment

---

WHEREAS, on or about February 3, 2014, the Village of Willowbrook, as applicant, filed an application requesting a map amendment of the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, Notice of Public Hearing on said application was published on or about February 14, 2014, in a newspaper having general circulation within the Village, to-wit, the Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about March 5, 2014, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, the applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and,

WHEREAS, the map amendment of the Subject Realty from R-1 to B-4 is consistent with the Village of Willowbrook Comprehensive Plan and with the zoning of similar properties in the immediate area; and

WHEREAS, the Plan Commission forwarded its recommendation to approve a rezoning from R-1 to B-4 to the Mayor and Board of Trustees on or about March 6, 2014, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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 the SUBJECT REALTY be and the same is hereby rezoned from the R-1 Single Family Residential District zoning classification to the B-4 Highway and Service Business District Zoning classification of the Village of Willowbrook.

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 from and after its passage and approval as provided by law.

PASSED and APPROVED this 24th day of March, 2014.

APPROVED:

\_\_\_\_\_  
Frank Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

The property being rezoned consists of four (4) parcels that are legally described as follows:

LEGAL DESCRIPTION - PARCEL 1

THAT PART OF LOTS 1, 2 AND 3 OF HARVEY'S RESUBDIVISION, BEING A RESUBDIVISION OF THAT PART OF HARVEY'S ACRES SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1953 AS DOCUMENT NO. 698678 AND ALL OF THAT PART OF THE 33 FOOT PUBLIC ROADWAY (A.K.A. QUINCY STREET) VACATED BY DOCUMENT NO. R67-25457, RECORDED JULY 17, 1967.

Common Address: 835 79th Street, Willowbrook, IL.  
PIN: 09-35-200-005

LEGAL DESCRIPTION - PARCEL 2

ALL OF LOT 3 IN GOWER'S ASSESSMENT PLAT OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1945 AS DOCUMENT NO. 480834, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 825 79th Street, Willowbrook, IL  
PIN: 09-35-201-001

LEGAL DESCRIPTION - PARCEL 3

ALL OF LOT 2 IN GOWER'S ASSESSMENT PLAT OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1945 AS DOCUMENT NO. 480834, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 815 79th Street, Willowbrook, IL  
PIN: 09-35-201-002

LEGAL DESCRIPTION - PARCEL 4

ALL OF LOT 1 AND THAT PART OF LOT 4 IN GOWER'S ASSESSMENT PLAT OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED JULY 13, 1945 AS DOCUMENT NO. 480834, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE PROLONGATION OF THE WEST LINE OF SAID LOT 1 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY ROUTE 66 (A.K.A. JOLIET ROAD) AS DEDICATED PER DOCUMENT NO. 176859, RECORDED APRIL 25, 1924; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Common Address: 7900 Joliet Road, Willowbrook, IL  
PIN: 09-35-201-004

EXHIBIT "B"

PLAN COMMISSION REPORT

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

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: March 6, 2014

SUBJECT: Petition to rezone property, including (4) parcels from R-1 to B-4 (835 79th Street, 825 79th Street, 815 79th Street and 7900 Joliet Road).

At the regular meeting of the Plan Commission held on March 5, 2014, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission recommend approval of map amendments to rezone the properties at 7900 Joliet Road, 815 79th Street, 825 79th Street, and 835 79th Street from R-1 to B-4 as more fully defined in the March 5, 2014 Plan Commission staff report for case 14-01.

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

MOTION DECLARED CARRIED

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

DK:jp

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Consideration of an Ordinance PC-14-02: Text Amendments that define and regulate "firearm stores" and "indoor firing ranges" in the B-4 zoning district.

**AGENDA NO.** 8**AGENDA DATE:** 3/24/14**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant SIGNATURE: Jo Ellen Charlton**LEGAL REVIEW:** Thomas M. Bastian, Village Attorney SIGNATURE: THOMAS BASTIAN TH.**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)**

The proposed text amendments were developed in order to define and regulate the location for firearm stores as a permitted use in the B-4 Zoning District and Indoor Firing Ranges as a special use in the B-4 zoning district. These text amendments will allow the Village to be proactive in the regulation of these businesses, which have historically moved to other communities when informed about the time and cost to complete the necessary text amendments. The B-4 Zoning district is limited to a few properties on the east side of Route 83 and along the Route 83 Frontage Road.

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

The Village Board received copies of the staff report and the Plan Commission's recommendation at the March 5, 2014 meeting.

**ACTION PROPOSED/RECOMMENDATION:**

March 10, 2014: Receive Plan Commission Recommendation

March 24, 2014: Consideration of Ordinance regarding 79<sup>th</sup> Street Map Amendments

Staff recommends approval of the attached ordinance.

ORDINANCE NO. 14-0-\_\_\_\_\_

AN ORDINANCE AMENDING THE VILLAGE CODE OF  
THE VILLAGE OF WILLOWBROOK  
TITLE 9-Zoning Ordinance  
(Defining and regulating Firearm Stores and Indoor Firing Ranges  
In the B-4 Zoning District)

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WHEREAS, on or about February 3, 2014, the Village of Willowbrook, as applicant, filed an application for certain text amendments to the Zoning Ordinance of the Village of Willowbrook relating to the definition and regulation of firearm stores and indoor firing ranges in the B-4 Zoning District; and,

WHEREAS, Notice of Public Hearing on said text amendments to the Village of Willowbrook Zoning Ordinance was published in the Suburban Life Newspaper on or about February 14, 2014, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission of the Village of Willowbrook on March 5, 2014, pursuant to said Notice, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

WHEREAS, at said Public Hearing, the applicant provided testimony in support of the proposed amendments to the Village of Willowbrook Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated March 6, 2014.

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 Title 9, Chapter 2, Section 9-2-2 of the Village Code of the Village of Willowbrook is hereby amended to add the following definitions in alphabetical order:

"Firearm: Any device that will or is designed to or may readily be converted to expel a projectile by the action of an explosive, including the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device."

"Firearm Store: A retail store that derives its principal income from buying and selling Firearms, with or without the sale of ammunitions and/or firearm accessories."

"Firing Range, Indoor: An indoor facility where firearms are discharged at targets for training or practice purposes, and which is designed so that projectiles fired from firearms at targets are prevented (by means of backstops or other barriers) from going beyond the walls of the facility.

SECTION TWO: That Title 9, Chapter 6D, Section 9-6D-1 is hereby amended to add the following:

"16. Firearms Store"

SECTION THREE: That Title 9, Chapter 6D, Section 9-6D-2 is hereby amended to add the following:

"6. Firing Range, Indoor"

SECTION FOUR: That Title 9, Chapter 10, Section 10-5K-3 is hereby amended to add the following in alphabetical order:

"Firing Range, Indoor: 2 parking spaces per firing lane plus one space for every three (3) seats within instructional classrooms, plus all other parking requirements for any associated office use and/or retail or food uses within the premises of the Indoor Firing Range, if any."

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.

PASSED and APPROVED this 24<sup>TH</sup> day of March, 2014.

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 ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY THE PRINCIPAL AND INTEREST ON THE \$3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO.

9

AGENDA DATE: 3/24/2014

**STAFF REVIEW:** Carrie Dittman, Interim Finance Director  
Tim Halik, Village Administrator

SIGNATURE: C. Dittman / Tim Halik

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN ATTY.

**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)

On December 10, 2007 the Village provided for the issuance of \$3,540,000 Special Service Area Number One ad Valorem Tax Bonds to complete public improvements in the Town Center. In order for DuPage County to assess the proper property tax bill for parties in SSA and the TIF a total of \$302,488.50 in taxes levied will be abated to pay debt service on the SSA bonds. The same amount abated will be paid by the property tax owners into the TIF Fund. These same funds will then be transferred from the TIF Fund into the SSA Fund to pay debt service.

In addition, in accordance with Public Act 097-1053 (effective 1/1/2013), staff has determined that a public hearing on the tax levy is not required.

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

This is the final year the Village Board will pass this annual ordinance as the Plainfield TIF expired in August 2013 and this is the final year the TIF will exist on the tax rolls.

#### ACTION PROPOSED:

PASS ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2013 TO PAY A PORTION OF THE PRINCIPAL AND INTEREST ON \$3,450,000 SPECIAL SERVICE AREA ONE BONDS

ORDINANCE NO. 14-0-\_\_\_\_\_

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY THE PRINCIPAL AND INTEREST ON THE \$3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS

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WHEREAS, by ordinance passed on November 26, 2007, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois (the "VILLAGE") established Special Service Area Number One of the VILLAGE (the "SSA"); and

WHEREAS, by ordinance passed on December 10, 2007 (the "BOND ORDINANCE"), the VILLAGE did provide for the issue of \$3,540,000 Special Service Area Number One Unlimited ad Valorem Tax Bonds, Series 2007 (the "BONDS"), and the levy of a direct annual tax sufficient to pay principal and interest on the BONDS, and in particular, taxes were levied in the amount of \$319,440 for the year 2013 for the BONDS; and

WHEREAS, pursuant to the terms of a Redevelopment Plan entitled "Route 83 and Plainfield Road Tax Increment Financing Redevelopment Project and Plan", dated March 1990, the Village designated a certain area (the "TIF DISTRICT") within its municipal limits for redevelopment and revitalization pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended; and

WHEREAS, pursuant to an Agreed Order entered June 10, 2009 in the case of *The Harlem Irving Companies, Inc. et al. v. Village of Willowbrook, et al.*, 2009 CH 002014, Circuit Court of the Eighteenth Judicial District, DuPage County, Illinois, the VILLAGE was ordered to file an abatement regarding the debt service levy for the BONDS, for so long as the TIF DISTRICT is in existence, at a level that will generate, from the tax collected on behalf of the SSA and the portion of the taxes collected on behalf of the TIF DISTRICT that is attributable to the SSA levy, an amount sufficient to satisfy the annual SSA bond levy; and

WHEREAS, said Agreed Order further ordered that the portion of the tax collected on behalf of the TIF DISTRICT that is attributable to the SSA levy be transferred to the SSA Bond Fund; and

WHEREAS, the BOND ORDINANCE authorizes an abatement regarding the debt service levy for the BONDS when other funds from any lawful source are made available for the purpose of paying any principal or of interest on the BONDS; and

WHEREAS, the Mayor and Board of Trustees hereby determine that other funds will be available for the purpose of paying a portion of the debt service due on the BONDS during the next succeeding bond year pursuant to the Agreed Order referenced above; and

WHEREAS, it is necessary and in the best interest of the VILLAGE that a portion of the tax heretofore levied for the year 2013 to pay such debt service on the BONDS be abated.

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

SECTION ONE: The tax heretofore levied for the year 2013 in the BOND ORDINANCE is hereby abated in the amount of **\$302,488.50**, thereby reducing the tax levied for the year 2013 to the amount of **\$16,951.50**.

SECTION TWO: That the Village Clerk shall and is hereby authorized to file with the County Clerk of DuPage County a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

SECTION THREE: That the Finance Director of the Village is hereby authorized to transfer the amount of tax collected on behalf of the TIF DISTRICT that is attributable to the SSA levy from the Route 83 and Plainfield Road Tax Increment Redevelopment Project Area Special Tax Allocation Fund to the SSA Bond Fund.

SECTION FOUR: 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 FIVE: 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 24<sup>th</sup> day of March, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_



March 24, 2014

I, LEROY R. HANSEN, VILLAGE CLERK FOR THE VILLAGE OF WILLOWBROOK, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 14-O-\_\_\_\_\_, ENTITLED "AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2013 TO PAY THE PRINCIPAL AND INTEREST ON THE \$3,540,000 SPECIAL SERVICE AREA NUMBER ONE UNLIMITED AD VALOREM TAX BONDS, SERIES 2007 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS," ALL OF WHICH APPEARS FROM THE RECORDS OF THIS OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS 24th DAY OF March,  
2014.

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Leroy R. Hansen  
Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE AMENDING SECTION 3-12-2 ENTITLED "DEFINITIONS:" AND SECTION 3-12-5: ENTITLED "CLASSIFICATIONS," OF CHAPTER 12, ENTITLED "LIQUOR," OF TITLE 3, ENTITLED "BUSINESS," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS

AGENDA NO. 10

AGENDA DATE: 3/24/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

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)

During the processing of our 2014 liquor license renewals, it became apparent that revisions to our Liquor Control Ordinance were required to address issues pertaining to liquor licenses issued to residential homeowners' associations. After review of the identified issues by the Village Attorney, it was recommended that a new class of license be created to specifically address the retail sale of alcoholic liquor by a homeowners' association to members of the homeowners' association and their invited guests at designated special events.

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

The newly created Class J Liquor License will enable HOAs to sell alcoholic liquor at designated special events, not to exceed twenty (20) such events during the year. Each special event shall not exceed one (1) day. For each special event, the licensee shall make written application to the Village Administrator. The Administrator shall then be authorized to issue written authorization or subsidiary liquor license for each authorized special event. The annual fee for a Class J Liquor License shall be \$250. No additional fees shall be charged for each special event sponsored or held.

The ordinance also designates that there shall be no more than one (1) Class J License issued at any one time. The Class J License hereby created will be issued to the Lake Hinsdale Village Homeowners' Association by the Deputy Liquor Control Commissioner. Applications for subsequent Class J Licenses will be reviewed, and if recommended by the Deputy Liquor Control Commissioner, ordinance amendments may be considered to create additional licenses.

### ACTION PROPOSED:

Pass the Ordinance

**ORDINANCE NO. 14 – 0 - \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 3-12-2 ENTITLED “DEFINITIONS:” AND SECTION 3-12-5: ENTITLED “CLASSIFICATIONS,” OF CHAPTER 12, ENTITLED “LIQUOR,” OF TITLE 3, ENTITLED “BUSINESS,” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS**

**WHEREAS**, the corporate authorities of the Village of Willowbrook, are expressly authorized, pursuant to the provisions of the Illinois Liquor Control Act, to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

**WHEREAS**, the corporate authorities of the Village of Willowbrook, have determined that it is proper and in the best interest of the Village to create a new license classification for the retail sale of alcoholic liquor in the Village.

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

**Section One:** Section 3-12-2 entitled “Definitions:” of Chapter 12 entitled “Liquor” of Title 3 entitled “Business”, as amended, is hereby further amended by adding the following thereto in proper alphabetical order:

“HOMEOWNERS’ ASSOCIATION: The association of all the unit owners, acting pursuant to adopted bylaws through its duly elected board of directors or managers inclusive, but not limited to a homeowners’ association duly organized and registered as a not for profit corporation pursuant to the laws of the State of Illinois.”

**Section Two:** Section 3-12-5: Entitled “Classifications:” of Chapter 12, Entitled “Liquor,” of Title 3, Entitled “Business,” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended, by adding thereto a Class J License Classification to read as follows:

CLASS	
A	Retail – no consumption
B	Entertainment, dancing and consumption
B-1	Retail – no consumption – restaurant
B-2	Retail – consumption on and off premises – coffee/sandwich shop
C	One day license
D	Hotel, motel type of class
E	Retail – no consumption – grocery stores
F	Recreational facility – consumption
G	Private recreational facility – consumption
H	Catering
I	Indoor/outdoor commercial recreational facility
J	Homeowners’ Association

**Section Three:** Section 3-12-5: Entitled “Classifications:” is further amended by adding the following subsection 3-12-5(J) to read as follows:

“J. CLASS J. LICENSE: Class J License shall authorize the retail sale of alcoholic liquor, by a homeowners’ association to members of the homeowners’ association and their invited guests at designated special events, not to exceed twenty (20) such events during the license period for consumption on the licensed premises. Each special event shall not exceed one (1) day.

The licensee shall, for each such special event, make written application or request to the village administrator and shall include the date of the special event and the hours of authorized sale of alcoholic liquor. The homeowners’ association shall, if a not for profit corporation, attach a copy of a certificate of good standing issued by the Illinois Secretary of State with each such request.

The village administrator shall be authorized to issue a written authorization or subsidiary liquor license for each authorized special event which shall include the date, location and permitted hours of sale of alcoholic liquor for consumption on the premises.

The annual fee for a Class J License shall be Two Hundred Fifty (\$250.00) Dollars. No additional fee shall be charged for each special event sponsored or held.

There shall be no more than one (1) Class J License issued at any one time.”

**Section Four:** The remaining provisions of Section 3-12-5 shall remain in full force and effect and are unamended by this Ordinance.

**Section Five:** Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

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

PASSED AND APPROVED this 24th day of March, 2014, by a roll call vote as follows:

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 EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE, ILLINOIS FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

AGENDA NO.

11

AGENDA DATE: 3/24/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on March 10, 2014

NO

N/A

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

The Village has, for many years, elected to accept the turf maintenance responsibilities upon the Kingery Highway (Illinois Route 83) right-of-way. The Village awards an annual maintenance contract to a landscaping company to mow and trim the approximate 25 acres of turf throughout the growing season. The Village performs this work without reimbursement from IDOT, in an effort to improve the aesthetics of the corridor.

In 2012, staff explored a reimbursement mowing arrangement with DuPage County to maintain the turf areas upon the 75th Street right-of-way from Kingery Highway to Sheridan Drive. At the time, the Village had received several complaints from residents and businesses regarding the quality of mowing performed in that area. The goal was to add this area onto our existing Kingery Highway mowing contract and again, improve the aesthetics of the area. The County responded that a mowing contract was already in place, which did not expire until after the 2013 mowing season. However, the county advised that after the contract expires they would be willing to consider entering into a new agreement with Willowbrook, since the property in question was within Willowbrook's corporate limits.

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

Now that the previous contract has expired, DuPage County DOT has recently contacted the Village to gauge our interest in such a mowing arrangement. In addition, the county has requested that we also consider taking on the mowing and trimming of the sections of Plainfield Road, Madison Street, and 63rd Street within the Village corporate limits. In total, including the section of 75th Street, approximately 24 acres of turf areas. An Intergovernmental Agreement (attached) would include the Village arranging for the mowing of these areas throughout the turf growing season, and monetary reimbursement by DuPage County. Staff has already confirmed the accuracy of the county's acreage calculation, and has obtained a proposal from our current landscape mowing contractor to complete the work. Based on the proposal price, this arrangement would be cost neutral to the Village and would allow for the Village's oversight of the work to improve the aesthetics of these areas.

The attached IGA was drafted by the County and has been executed by a number of municipalities. It was reviewed and authorized by the Municipal Services Committee and approved by the Village Attorney.

**ACTION PROPOSED:** Adopt the Resolution.

RESOLUTION NO. 14-R-\_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE  
TO PROVIDE MOWING SERVICES ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

---

WHEREAS, the County of DuPage (the "County") and the Village of Willowbrook (the "Village"), are public agencies as defined by section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act authorizes the Village and the County to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and expressly made a part hereof, for the stated purpose of the Village providing mowing services to the County along county roads and rights-of-way; and

WHEREAS, the Village and the County are further authorized to enter into the attached Intergovernmental Agreement, pursuant to the Intergovernmental Cooperation Powers as provided by section 10(a) of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is necessary, proper and in

the best interest of the Village to enter into the attached Intergovernmental Agreement with the County of DuPage.

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

Section 1. That certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 2. The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, and the Village Clerk is hereby directed to attest to the Mayor's signature, all on behalf of the Village of Willowbrook.

Section 3. The Village Administrator is hereby authorized and directed to do all other acts reasonably necessary to carry into effect the purposes and intent of the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage.

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED and APPROVED this 24<sup>th</sup> day of March, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF WILLOWBROOK  
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Willowbrook (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

CoHwy	HwyName	From	To	Side of Street	AREA (ac)
38	63rd Street	Western	Madison	North	2.23
38	63rd Street	Western	Madison	South	1.99
38	63rd Street	IL 83	550 ft. East of IL 83	Median	0.20
	<b>63rd Street Total</b>				<b>4.42</b>
33	75th Street	W of Sheridan Dr.	IL 83	North	2.61
33	75th Street	W of Sheridan Dr.	IL 83	South	3.50
33	75th Street	W of Sheridan Dr.	IL 83	Median	2.40
	<b>75th Street Total</b>				<b>8.51</b>
8	Madison	63rd Street	Joliet Rd.	West	3.61
8	Madison	63rd Street	Joliet Rd.	East	3.83
	<b>Madison Street Total</b>				<b>7.44</b>
31	Plainfield Road	IL 83	Garfield Ave	South	1.59
31	Plainfield Road	IL 83	Garfield Ave	North	1.64
	<b>Plainfield Road Total</b>				<b>3.23</b>
	<b>Grand Total</b>				<b>23.60</b>

; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to two (2) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. The VILLAGE shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person

or party on account of negligent or malicious acts of the VILLAGE, their contractors or persons otherwise associated with the VILLAGE growing out of the performance of the terms and conditions of this Agreement.

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.

- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as

additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
  9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
  11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
  12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
  13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said

notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

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

FOR THE COUNTY:

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2016, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as noted in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any

areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:  
  
First Mowing - May 1  
Second Mowing - June 1  
Third Mowing - July 1  
Fourth Mowing - August 1  
Fifth Mowing - September 15  
Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$2,360.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.60 acres.
13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15<sup>th</sup> of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion

of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014 at Wheaton, Illinois.

\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Gary A. King, County Clerk

VILLAGE OF WILLOWBROOK

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Willowbrook, Illinois.

\_\_\_\_\_  
Frank Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Leroy R. Hansen, Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT FOR THE SALE OF THE PROPERTY COMMONLY DESCRIBED AS 700 WILLOWBROOK CENTRE PARKWAY, WILLOWBROOK, ILLINOIS

AGENDA NO. 18

AGENDA DATE: 3/24/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian/Nicholas Peppers,  
Village Attorneys

SIGNATURES: T. BASTIAN TH / N. PEPPERS TH.

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)

The Village Board previously agreed to allow the mayor and village administrator to engage in negotiations with the property owner of 825 Midway Drive to determine potential terms of acquisition. Early acquisition discussions with the owner included consideration of a land swap concept involving a portion of the vacant property located at 700 Willowbrook Centre Parkway owned by the Village. The Village public works facility is located upon the south portion of the parcel in question, with the north portion being vacant. At that time, appraisals of both properties were obtained. As acquisition discussions continued, it was agreed that the 825 Midway Drive property purchase would occur before the end of 2013. The closing occurred on December 30, 2013.

In anticipation of a potential sale, the property located at 700 Willowbrook Centre Parkway was subdivided to create a new 2.77 acre vacant stand-alone lot with frontage on Willowbrook Centre Parkway. The Plat of Re-Subdivision was recorded on November 6, 2013 (copy attached). In addition, in accordance with statutory requirements, a Notice of Sale of Surplus Property Owned by the Village was published in the March 14, 2014 edition of the Suburban Life newspaper inviting interested prospective purchasers to contact the Village for information and to inspect the appraisal report.

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

Discussions have continued with the former owner of the 825 Midway Drive property to acquire the vacant Village lot. An offer was received on March 19, 2014 in the form of a real-estate sale contract. The contract was reviewed by the Village Attorney. The details of the contract, including the offer amount, will be shared with the Village Board during Executive Session.

### ACTION FOR CONSIDERATION:

Pass the ordinance which will authorize and approve the execution of the attached Real Estate Sale Contract. The counterpart of the contract has already been executed by the buyers.

**ORDINANCE NO. 14 – O - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS  
REAL ESTATE TO WILLOWBROOK BUSINESS CENTER, LLC  
(700 WILLOWBROOK CENTRE PARKWAY)**

**WHEREAS**, the Village of Willowbrook (the "Village") owns approximately 2.77 acres of certain vacant real property generally described as 700 Willowbrook Centre Parkway, Willowbrook, Illinois, legally described on Exhibit "A" attached hereto and incorporated herein (the "Real Property"); and

**WHEREAS**, the corporate authorities of the Village have determined that such Real Property is surplus real estate, in that it is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

**WHEREAS**, the corporate authorities of the Village have secured a written MAI certified appraisal to establish the value of the Real Property; and

**WHEREAS**, the Village authorized on March 13, 2014, and published on March 14, 2014, notice of the Village's intention to sell the Real Property as surplus real estate; and

**WHEREAS**, Willowbrook Business Center, LLC ("Purchaser") has submitted its written offer to purchase the Real Property; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to sell the Real Property to the Purchaser for a purchase price not less than eighty (80%) percent of the appraised value of the Real Property.

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

**Section One:** The foregoing recital clauses to this Ordinance are hereby adopted as the findings of the corporate authorities of the Village and are incorporated herein by specific reference.

**Section Two:** Pursuant to Section 11-76-4.1 of the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the corporate authorities of the Village find that the Real Property is surplus public real estate and that it is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village, and further find that it is in the best interest of the Village to sell the Real Property to the Purchaser for a price not being less than eighty (80%) percent of the MAI certified appraised value of the Real Property.

**Section Three:** The corporate authorities hereby authorize the sale of the Real Property to Purchaser, pursuant to the terms and conditions of that certain "Real Estate Purchase Contract," a copy of which is attached hereto and incorporated herein as Exhibit "B".

**Section Four:** The Mayor and Village Clerk are hereby authorized and directed to execute and attest to, respectively, the Real Estate Purchase Contract attached hereto as Exhibit "B".

**Section Five:** This Ordinance shall be in full force and effect from and after its passage by two-thirds (2/3<sup>rd</sup>s) of the corporate authorities then holding office in the manner provided by law.

PASSED AND APPROVED this 24<sup>th</sup> day of March, 2014, by a roll call vote as follows:

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

ROLL CALL VOTE:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

**Legal Description**

LOT 2 IN WILLOWBROOK CORPORATE CENTER UNIT #2, RECORDED AS DOCUMENT R2013-152663 ON NOVEMBER 6, 2013, BEING A SUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2 AND WILLOWBROOK PLAT OF ASSESSMENT RECORDED AS DOCUMENT NUMBER 87-134514, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2000 AS DOCUMENT R2000-158930, IN DU PAGE COUNTY, ILLINOIS.

Common Address: 700 Willowbrook Centre Parkway, Willowbrook, Illinois 60527

PIN (part of): 09-26-204-064



EXECUTION

**REAL ESTATE PURCHASE CONTRACT**

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is made by and between VILLAGE OF WILLOWBROOK, ("Seller") and WILLOWBROOK BUSINESS CENTER, LLC ("Purchaser"). The Effective Date of this Contract ("Effective Date") shall be \_\_\_\_\_, 2014.

1.

**PROPERTY**

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the following property ("Property"):

(a) The vacant real property legally described on Exhibit A attached hereto, commonly known as Lot 2 in the Willowbrook Corporate Center Unit 2 Re-Subdivision, Willowbrook, Illinois 60527, containing 2.77 acres.

(b) The above described Property will be deemed to include the interests of Seller in (i) strips or gores, if any, between the Property and abutting lands, (ii) any land lying in or under the bed of any street, alley, road or right-of-way open or proposed, abutting or adjacent to the Property, (iii) any and all easements, rights-of-way or other appurtenances of any kind or nature which in any manner serve the Property, and (iv) all contract rights, lease rights and all other intangible rights owned by Seller and appurtenant to the Property, if any.

2.

**PURCHASE PRICE**

The purchase price ("Purchase Price") for the Property shall be SEVEN HUNDRED THOUSAND and NO/100 DOLLARS (\$700,000.00). The Purchase Price shall be payable at closing, plus or minus prorations, adjustments and costs, as set forth herein, in cash or immediately available wired funds.

3.

**PURCHASE CONTRACT CONTINGENCIES**

This Contract and each of the parties, rights, duties and obligations, shall be contingent upon Purchaser obtaining approval from the Village of Willowbrook for their proposed development by June 13, 2014, the failure of which shall permit either party to cancel this Contract.

This Contract shall be contingent upon Purchaser obtaining an acquisition, development and construction loan by June 13, 2014, the failure of which shall permit either party to cancel this Contract.

4.

DOCUMENTS

Within five (5) days after execution of this Contract by Seller, Seller shall deliver to Purchaser complete, legible copies of all agreements, reports, documents, studies, surveys and information in Seller's possession or are under Seller's control relating to the Property (the "Seller's Documents"). If Closing does not take place for any reason other than the breach of this Agreement by Seller, Purchaser shall promptly return all Seller's Documents to Seller. Seller represents and warrants to Purchaser that Seller has no knowledge that any of Seller's Documents are materially inaccurate, incomplete, false or misleading.

5.

TITLE INSURANCE COMMITMENT: SURVEY

(a) Within ten (10) days following the Effective Date, Seller shall provide a current commitment from Chicago Title Insurance Company (the "Title Company") for an owner's policy of title showing title to the Property in the Seller, subject to the conditions and stipulations and general exceptions contained therein, without Standard Exceptions other than as specifically provided in this Contract and providing full extended coverage to be issued and to become effective, with respect to the Property, at the Closing, in the amount of the Purchase Price ("Title Commitment"), and accompanied by legible copies of documents affecting title as disclosed in the Title Commitment ("Title Documents"). If Schedule B of the Title Commitment Title Documents, or the Survey disclose matters that are unacceptable to Purchaser (in its sole discretion), Purchaser shall promptly, but in no event later than ten (10) days following Purchaser's receipt of the Title Commitment Title Documents and Survey (as hereinafter defined) or April 1, 2014 the later to occur, notify Seller of such unacceptable matters (the "Unpermitted Exceptions"). If Purchaser does not so notify Seller within such time period, all matters disclosed by the Title Commitment Title Documents and Survey shall be deemed "Permitted Exceptions." Seller shall have thirty (30) days following Purchaser's notice to have the Unpermitted Exceptions removed or to have the Title Company commit to insure against loss or damage that may be occasioned by the Unpermitted Exceptions. If Seller does not remove the Unpermitted Exceptions, or in the alternative, obtain the commitment for title insurance specified above as to the Unpermitted Exceptions, within the specified time, Purchaser may elect, upon notice to Seller given no later than at the Closing, to take title as it then is, in which event all title exceptions appearing in Schedule B of the Title Commitment and Survey objection and not removed by Seller shall be accepted by Purchaser ("Permitted Exceptions"). If Purchaser does not so timely elect, at the option of either Seller or Purchaser, this Contract shall terminate.

(b) Seller shall provide to Purchaser at Seller's sole cost and expense, an owner's policy of title insurance (the "Owner's Policy") from the Title Company pursuant to the Title Commitment. At Closing, the Title Company shall provide full extended coverage on the Owner's Policy over the Standard Exceptions raised by the Title Commitment, the cost of which shall be paid by Seller. Purchaser shall pay the cost of any additional endorsements to the Owner's Policy as may be selected by Purchaser.

(c) Within ten (10) business days after the Effective Date, Seller, at its sole cost and expense, shall deliver to Purchaser a current survey of the Property prepared by a surveyor licensed by the State in which the Property is located and re-certified to the Purchaser, the Title Company and such other parties as Purchaser shall designate to be prepared in accordance with the most recent Minimum Standard for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA and ACSM, setting forth the legal description and street address of the Property and any other Table A items 3, 4, 7(a), 8-10, ("Survey"). If the Survey discloses any such encroachment or violation or any exceptions to title or matters indicating possible rights of third parties other than the Permitted Exceptions, Seller shall have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or unpermitted exceptions, and provide evidence thereof to Purchaser within five (5) business days and notice thereof, and if Seller fails to have the same insured against (if permitted as aforesaid), Purchaser may elect, within five (5) days of being advised of the Seller's or Title Company's inability or refusal to have the same insured against, to (i) terminate this Contract and the parties shall be released of all their obligations hereunder, or (ii) accept the Property subject to such encroachments, violations and unpermitted exceptions, without any reduction in the Purchase Price. Purchaser shall be allowed to append to the survey order topographical data and other options that may be necessary for the presentation of purchaser's building proposal to the Village. Purchase shall bear the cost of such services that are not available as a Table A option.

6.

REVIEW PERIOD

(a) Purchaser shall have twenty one (21) days after delivery to Purchaser of the Seller's Documents or April 15, 2014 the last to occur, to review the Seller's Documents and inspect the Property at Purchaser's sole and exclusive cost and expense (the "Review Period"). Purchaser's review of the Property may include but need not be limited to, Phase I Environmental Study, soil testing, economic feasibility, and site access. Seller agrees to permit access to the Property to Purchaser's authorized inspectors during regular business hours and with advance notice. In the event that Purchaser determines that any of the foregoing are unacceptable to Purchaser or unattainable for Purchaser for any reason whatsoever, Purchaser shall give Seller written notice of such fact before the expiration of the Review Period.

(b) If Purchaser is not satisfied, in its sole discretion, with its review of the Seller's Documents or the condition of the Property, Purchaser may, at Purchaser's option, terminate this Contract by written notice to Seller prior to the expiration of the Review Period. If Purchaser does not terminate this Contract prior to the end of the Review Period, the parties shall be obligated to proceed to closing hereunder in accordance with the terms hereof. Purchaser's failure to terminate this Contract prior to the end of the Review Period in effect shall be deemed an approval of the items delivered by Seller to Purchaser and of the Property itself, and Purchaser waives any right to object further to any of the foregoing. Purchaser shall indemnify, protect, defend and hold Seller harmless from and against any and all loss, cost, claim, liability or expense arising out of any inspection or contact made pursuant to this Contract or otherwise, and the foregoing provisions shall expressly survive termination of this Contract.

7.  
TITLE

At the Closing, Seller shall convey good and indefeasible fee simple title to the Property to Purchaser or Purchaser's nominee by Special Warranty Deed, subject only to those leases disclosed on the Rent Roll, and subject to (a) general real estate taxes not yet due and payable (as hereinafter defined); (b) Permitted Exceptions; and (c) acts done or suffered by Purchaser or claims made by, through or under Purchaser.

8.  
AS IS WHERE IS

Except as expressly set forth in this Contract, the parties acknowledge and agree that Seller has not made, and does not make and hereby disclaims, any express or implied representations and warranties regarding or relating to the surface or subsurface environmental conditions, the surface or subsurface geo-technical conditions, suitability for any particular purpose, susceptibility to flooding, condition of improvements, fixtures, or personal property, property value, marketability, layout, square footage, income, expenses, zoning, use and occupancy restrictions, operation, regulatory compliance with and environmental compliance liability described in the Environmental Laws and laws and regulations relating to Hazardous Materials or underground storage tanks, and legal requirements or any other matter or thing affecting or relating to the Property. Buyer acknowledges that, except as expressly set forth in this Contract, no such representations or warranties, expressed or implied, have been made, and Buyer is not relying on any such express or implied or considered warranty or representations. In accordance with the foregoing, Buyer agrees to take the Property "As Is Where Is," and in so agreeing, Buyer acknowledges and represents that it has inspected or will inspect the Property and has or will make such investigation as it deems appropriate into the conditions affecting the Property, including without limitation, the conditions described above. In so doing, Buyer represents that it has retained or will retain such experts and consultants to assist in such inspection and investigation as it has deemed or will deem appropriate. In agreeing to purchase the Property "As Is Where Is" and without representation or warranty expressed or implied, Buyer acknowledges and represents that it has factored the "As Is Where Is" condition of the Property into the price that it has hereby agreed to pay for the Property. Furthermore, Buyer acknowledges and represents that it has been provided adequate time to perform its due diligence investigation of the foregoing items and is satisfied with the protection provided by the Review Period section in this Contract. The terms, representations, and covenants of this section shall survive the Closing.

9.  
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby warrants and represents that as of the date hereof and as of the Closing Date:

- (a) Seller owns good and marketable title to the Property.

(b) Seller shall not willfully take any action after the date hereof which adversely affects title to the Property.

(c) This Contract has been, and each and all of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto have been, or on the Closing Date will have been, duly authorized and executed by Seller or on behalf of Seller, and when so executed, are and shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(d) No suit, action, arbitration or other legal proceedings are pending or has been threatened against the Property or against the Seller with respect to the Property.

(e) No bankruptcy, insolvency, composition with or assignment for the benefit of creditors, or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding.

(f) As of Closing, there shall be no existing contracts, leases, or options or rights of first refusal with respect to the Property.

(g) Seller is not a foreign person [as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA)] and Seller at Closing shall provide Purchaser with an affidavit to that effect in compliance with FIRPTA.

(h) Seller has received no written notice that any condemnation proceedings are threatened or contemplated against the Property.

(i) The execution and performance of this Agreement by Seller will not result in a breach of, or constitute a default under, or conflict with, any agreements or instruments, judgments, decrees, orders, or awards of any court, governmental body or arbitrator, or any laws, rules or regulations binding upon Seller or the Property.

The representations and warranties contained in this Section 8 shall not merge with the delivery of the deed and shall survive the Closing for a period of six (6) months. Notwithstanding anything to the contrary herein, Seller's liability and Purchaser's recourse for enforcement of any obligations or liabilities with respect thereto shall be limited to an amount that is equal to the Purchase Price.

10.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

This Contract has been, and each and all of the other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto have been, or on the Closing Date will have been, duly authorized and executed by Purchaser or on behalf of Purchaser and when so executed, are and shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

11.

INTENTIONALLY OMITTED

12.

CLOSING

(a) Subject to Purchaser's approval of Survey and Title Commitment, waiver or satisfaction of the Review Period contingencies, the purchase and sale of the Property ("Closing") shall be held at the offices of the Title Company on or before July 15, 2014 ("Closing Date") at 1:00 p.m., unless otherwise agreed upon by Seller and Purchaser or as required by the Contract.

(b) At the Closing, Seller shall execute and deliver to the Purchaser a recordable Special Warranty Deed free of all encumbrances or defects except those noted in Section 7 above conveying title to Purchaser.

(c) At the Closing, Seller shall execute and deliver to Purchaser and/or Title Company, as the case may be, all such further documents as may be reasonably necessary in order to complete all conveyances, transfers, sales and assignments herein provided.

(d) Seller and Purchaser shall execute and deliver Title Company's standard form of strict joint order escrow agreement, containing such additional or modified terms as may be mutually agreed upon by Seller and Purchaser.

(e) Seller and Purchaser shall jointly prepare and execute transfer declarations and a closing statement containing agreed upon prorations and closing figures.

(f) Possession of the Property shall be delivered by Seller to Purchaser at the Closing, free of all leases, tenancies and parties in possession.

13.

CREDITS AND PRORATIONS

Real estate taxes and assessments for the current year shall be prorated between the parties based on actual tax bill received after closing. Real estate taxes, which shall be prorated between Seller and Purchaser upon issuance of the actual tax bills.

14.

CLOSING COSTS

(a) Seller shall pay the costs of the title examination and owner's policy of title insurance with extended coverage over general exceptions, the escrow charges of the Title Company, state and county real estate transfer taxes (unless exempt), and for releasing liens and encumbrances and recordation thereof.

(b) Purchaser shall pay for recording the deed, municipal transfer taxes (unless exempt), for any additional endorsements to the owner's title policy requested by Purchaser or Purchaser's lender, and for inspection costs, if any, incurred during the Review Period.

(c) All other transfer taxes, costs, charges and expenses shall be paid as provided in this Contract, or in the absence of such provision, in accordance with applicable statutory provisions or if there are no such statutory provisions then in accordance with local custom. Except as otherwise provided in this Contract, each party shall pay its own legal, accounting and consulting fees.

15.

REMEDIES

(a) Seller's sole and exclusive remedy shall be to terminate this Contract and neither party shall have any further rights, duties or obligations.

(b) If Purchaser breaches or defaults under this Agreement, then Seller's sole and exclusive remedy shall be to terminate this Contract and neither party shall have any further rights, duties or obligations.

(c) Any failure by either party to perform any provision of this Agreement, other than the requirement to close, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged default and fails to cure such default within five (5) days of receipt of such notice.

16.

RISK OF LOSS

(a) In the event of "minor" loss or damage [being defined for the purpose of this Contract as damage to the Property such that the Property could be repaired or restored, in the certified opinion of Buyer's architect, to a condition (the "prior condition") substantially identical to that of the Property immediately prior to the event of damage at a cost equal to or less than \$25,000.00], this Contract shall remain in full force and effect provided Seller performs any necessary repairs prior to the Closing, or, at Seller's option, reduces the Purchase Price in an

amount equal to the cost of such repairs in which event Seller shall retain all of Seller's right, title and interest to any claim and proceeds Seller may have with respect to any casualty insurance policies relating to the Property.

(b) In the event of a "major" loss or damage (being defined as any loss or damage which is not "minor" as defined hereinabove), Purchaser shall have the option of either: (a) terminating this Contract by notice to Seller; or (b) proceeding with the Closing, provided Seller shall pay to Purchaser any proceeds, not to exceed the amount of the sales price, that Seller receives from insurance claims made for such loss.

(c) Upon the Closing, full risk of loss with respect to the Property shall pass to Purchaser.

17.

TIME OF ESSENCE

Time is of the essence to both Seller and Purchaser in the performance of this Contract, and they have agreed that strict compliance by both of them is required as to any date set out herein.

18.

NOTICE

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as following:

If to Seller: Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
Attn: Tim Halik

with a copy to: Storino, Ramello & Durkin  
9501 W. Devon Avenue  
Suite 800  
Rosemont, IL 60018  
Attn: Nicholas S. Peppers

If to Buyer: Willowbrook Business Center, LLC  
c/o John G. Rossi Jr. or

David J. Hrizak

501 Willow Blvd. Suite 102  
Willow Springs, IL 60480

with a copy to: Law Offices of Thomas J. Mullen P.C.  
1 N 141 County Farm Rd.  
Winfield IL 60190  
Attn: Thomas J. Mullen

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

19.

INTERPRETATION

The Section headings are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Contract or any provision hereof. If any party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract. If any right of approval or consent by a party is provided for in this Contract, the party shall exercise the right promptly, in good faith and reasonably, unless this Contract expressly gives such party the right to use its sole discretion. The term "Business Day" shall mean Monday through Friday excluding holidays recognized by the state government of the State in which the Property is located. If any time period under this Contract ends on a day other than a Business Day, then the time period shall be extended until the next Business Day. If a time period under this Contract is five (5) days or less, it shall mean five (5) Business Days. Signatures transmitted via Facsimile or electronic mail shall be deemed original signatures.

20.

INTENTIONALLY OMITTED

21.

ASSIGNMENT

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The rights of Purchaser under this Contract may be assigned at any time. In the event that Purchaser assigns this Contract, Seller shall deal in all respects with the assignee as "Purchaser" under this Contract.

22.

COUNTERPART EXECUTION

This Contract may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

23.

GOVERNING LAW; VENUE; DISPUTE RESOLUTION

This Contract shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Illinois. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Contract shall be litigated only in court having situs within the County of DuPage, State of Illinois. Each party hereby consents and submits to the jurisdiction of any local, state or federal court located within said County and State. Each party hereby waives any right it may have to remove, transfer or change the venue of any litigation brought in accordance with this Section. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, then the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be in addition to any other relief which may be awarded. For purposes of this paragraph, the "prevailing party" shall be the party who is successful on any significant issue and achieves some material benefit in bringing suit, or who receives a judgment or successfully obtains affirmative relief in its favor on any significant issue or who successfully defends a claim. It is acknowledged that there may be more than one "prevailing party" where there are multiple claims or defenses and consequently there may be multiple awards made pursuant to this paragraph and in such instance the parties hereby authorize the court to make separate award findings and then set them off against each other as appropriate.

24.

AMENDMENTS

No amendment, modification or termination of any provision of this Contract will be effective unless it is in writing and signed by all of the parties hereto.

25.

SEVERABILITY

Any provision of this Contract which is prohibited, unenforceable or invalid will be deemed of no force or effect without invalidating the remaining provisions hereof.

26.

ENTIRE AGREEMENT

This Contract sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Contract.

27.

BROKERAGE COMMISSION

Seller and Purchaser each represents and warrants to the other that there is no broker or finder involved in this transaction or due a commission by reason thereof. Each party agrees to indemnify, defend and hold the other party harmless on account of any claim for a brokerage commission or finder's fee against that party, including reasonable attorneys' fees and the costs and expenses of litigation or arbitration incurred by reason of a demand for payment by such broker or finder.

SELLER:

PURCHASER:

VILLAGE OF WILLOWBROOK

WILLOWBROOK BUSINESS CENTER,  
LLC

By:  
Name:  
Title:

By:   
Name: DAVID I. HORIZAK  
Title: Managing Member

**EXHIBIT A**

**Legal Description**

LOT 2 IN WILLOWBROOK CORPORATE CENTER UNIT #2, RECORDED AS DOCUMENT R2013-152663 ON NOVEMBER 6, 2013, BEING A SUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2 AND WILLOWBROOK PLAT OF ASSESSMENT RECORDED AS DOCUMENT NUMBER 87-134514, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2000 AS DOCUMENT R2000-158930, IN DU PAGE COUNTY, ILLINOIS.

Common Address: 700 Willowbrook Centre Parkway, Willowbrook, Illinois 60527

PIN (part of): 09-26-204-064

MINUTES OF THE SPECIAL JOINT MEETING OF THE MUNICIPAL SERVICES COMMITTEE, THE FINANCE & ADMINISTRATION COMMITTEE AND THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON WEDNESDAY, FEBRUARY 12, 2014 AT 5:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Administrator Halik at 5:35 p.m.

**2. ROLL CALL**

Those present at roll call were Mayor Frank Trilla, Trustees Sue Berglund, Umberto Davi, Terry Kelly, Mike Misteale, Village Administrator Tim Halik, Chief of Police Mark Shelton, Interim Finance Director Carrie Dittman, and Management Analyst Garrett Hummel.

**3. REVIEW - Fiscal Year 2014/15 Budget**

Administrator Halik began by explaining the purpose of this meeting is to give all Board members a general overview of budget highlights, including revenue assumptions for the coming year, the proposed FY 2014/15 budget, and the proposed five-year plan for each fund. Administrator Halik stated staff prepared the proposed budget with the understanding that we need to continue to closely scrutinize our short and long-term revenue assumptions and to be diligent in managing our expenses, while still working toward our goals. With this in mind, when preparing the individual department budgets, staff assumed no automatic escalation in spending but rather adjusted line-item expenditures as needed to maintain the status quo with regard to programs. Salary increases for non-union employees have not been included in the budget while a 2.5% increase has been included for patrol officers and sergeants.

Administrator Halik continued by explaining that the FY 2014/15 proposed budget includes a General Fund drawdown of reserves of approximately \$317,652 which equates to roughly 21 days of operating expense. Even with the drawdown of reserves, the Village is looking at a projected fund balance of 202 operating days (\$4,267,771) as of April 30, 2015. Administrator Halik indicated that the fund balance does not include the discretionary items which will be discussed during the Board Budget Workshop on March 17<sup>th</sup>.

The next meeting on the budget schedule will be the Board Budget Workshop I scheduled for March 17, 2014.

Next, Administrator Halik explained that the proposed budget maintains all existing services and programs. Administrator Halik reiterated the General Fund will have 202 days (\$4,267,771) of operating expense in reserves. An operating day for the FY 2014/15 budget equates to roughly \$21,138. Finally, Administrator Halik explained the Five Year Plan used to develop the budget projections include conservative spending on known projects and programs.

An increase of 3% was included in the budget with respect to health

insurance costs although the IPBC has not finalized their numbers for the upcoming year. Administrator Halik commented that the nationwide health care costs have increased roughly 9.4%. Administrator Halik acknowledged that IPBC increase may be a little over 4% as opposed to the 3% that was used for budgeting purposes.

Administrator Halik briefly touched on the Village's two main pension programs (Police Pension & IMRF). He stated the police pension contribution decreased by 0.97% while the IMRF pension contribution decreased by 1.19%. Interim Finance Director Dittman added that the police pension numbers do not include the two new officers.

Interim Finance Director Dittman next took over with a breakdown of the reserve drawdown. Director Dittman stated the Parks & Recreation budget includes \$400,000 for the Willow Pond Park improvement project. The Village is currently under consideration for an OSLAD grant which would require the Village to spend that \$400,000 as a funding match if the Village's grant application is approved.

Director Dittman continued with the General Fund highlights stating staff is projecting an overall revenue increase of 5%, which equates to roughly \$636,802 over the previous fiscal year. Director Dittman continued by examining each individual revenue source. She began with Sales Tax which is projected to have no substantial changes when compared to the prior year. Next was Places of Eating Tax which projected no change from the prior year. Utility Tax is expected to be down about 8% or around \$85,000. Income Tax is expected to increase by about \$61,240 based upon Illinois Municipal League (IML) projections. Amusement Tax is projected to increase by \$57,500. Permit Fees are expected to increase by \$26,000. Administrator Halik commented that the permit fee revenue is already over budget for the current fiscal year. There is no expected change to the level of Red Light Camera Fines. Director Dittman explained the Village will receive \$82,500 in rental income from the tenant at the 825 Midway building. The lease with the tenant expires June 2016. Director Dittman stated video gaming revenue was not included in the budget.

Director Dittman returned to the topic of Village pensions by first elaborating on both the Police and IMRF pensions. The 0.97% decrease in Police Pension contribution translated into \$5,101. The rate of payroll for the Police Pension fund went from 30.1% to 29.28%. With respect to the IMRF pension, the 1.19% decrease equated to approximately \$13,485 while the rate of payroll went from 20.07% to 18.88%. Finally, Director Dittman provided an update on the Sherriff's Law Enforcement Pension (SLEP) program, which the Village is obligated to pay related to a settlement associated with a former Village Police Chief. Director Dittman stated the outstanding balance for the SLEP program was paid in full during FY 2013/14. Fund investment returns exceeded expectations, so no payment is due with respect to the SLEP program.

Administrator Halik next provided an update on the Water Fund. Administrator Halik began by providing a history of the City of

Chicago and the DuPage Water Commission's (DWC) recent water rate increases and the subsequent water rate increases by the Village. As of January 1, 2014, the DWC raised water rates 18% in part due to the City of Chicago's 15% increase on the same date. The Village last increased its local water rates 20% on January 1, 2014. This increase included the continuation of the 6% discount program for residents, including seniors, who pay the minimum water bill (9,000 gallons per quarter). Administrator Halik continued by stating the Village's recent rate increase is intended to cover the 18% DWC rate increase, along with funding three Water Fund capital projects that have been identified for FY 2014/15. These projects include the replacement of approximately 1,700 MTU's due to dead or dying batteries. Administrator Halik explained that MTU's are the grey transmitting boxes that allow the Village to remotely read water usage from resident's water meters. The budget estimate for this project which includes the purchase of the units as well as the installation by an independent contractor is \$285,000. The second project is the first year of the water tank coating project which includes the preparation of specifications and bid documents to sandblast and repaint the Village Hall water tower for a cost of \$20,000. The final Water Fund capital project for this upcoming fiscal year is the replacement of one Public Works vehicle (Truck #76: 2006 Ford F-350 with 81,000 miles) of which the Water Fund will cover half the cost at an amount of \$15,000. Administrator Halik warned the DWC has planned for a 17% water rate increase effective January 1, 2015 therefore the water rate topic will most likely have to be revisited in the coming year.

Administrator Halik next discussed the Motor Fuel Tax (MFT) Fund. He explained there will be approximately \$210,000 available in the MFT fund for use in the FY 2014/15 Road Program. This year's Roadway Maintenance Program includes full-depth patching and overlays of roadways within the Waterford subdivision. Administrator Halik noted the Public Works Department always examines the roads after the winter season to see if any roads are in need of attention that are not on the scheduled program. After completion of this year's program there will still be funding available to continue to build a reserve to be used towards the STP grant funded Clarendon Hills Road project in FY 2016/17.

Director Dittman began the financial performance section of the presentation. Echoing Administrator Halik's overview, Director Dittman explained the proposed budget projects 202 days of operating expense reserve. The FY 2013/14 budget comparatively projected at 169 days. However, the estimated actual FY 2013/14 budget currently projects at 223 days. Director Dittman explained one "Operating Day" in the General Fund for FY 2014/15 projects to be \$21,138. The amount of projected fund balance at 4/30/15 is \$4,267,771. This amount divided by the one "Operating Day" amount of \$21,138 results in the 202 days of operating expense.

Director Dittman highlighted two reasons for the heightened performance for FY 2013/14 the first being that revenues exceeded expectations. General Fund revenues are estimated to come in at

\$709,550 over budget. The four revenue sources that outperformed their budgeted numbers were Sales Tax (\$245,849 over budget); Income Tax (\$100,058 over budget); Building Permits (\$45,000 over budget); and Red Light Camera Fines (\$286,464 over budget). The second reason for the heightened performance during FY 2013/14 was that total General Fund expenditures are being projected at approximately \$135,000 below budget with the Administration, Planning and Public Works departments coming in below budget. Director Dittman noted that \$26,000 of the Electronic Archive Storage Project will be deferred from the FY 2013/14 budget to FY 2014/15.

Administrator Halik took over to discuss larger expenditures by department for the upcoming fiscal year. Administrator Halik commented that the Village Board & Clerk budget along with the Board of Police Commissioners had no significant new expenditures budgeted.

Under the Administration budget, Administrator Halik highlighted the \$26,000 that was carried from last year's Electronic Archive Storage Project as the only significant Administration expenditure in this year's budget.

Next, Administrator Halik stated the Village is in need of a Comprehensive Land Use Plan Update. The Comp Plan update is budgeted under the Planning & Economic Development budget and would include an update for the Southeast Sub-area Plan at a budgeted amount of \$31,500.

The Parks & Recreation budget includes \$400,000 which will be spent as a match if the Village is awarded an OSLAD grant for the Willow Pond Park Renovation. The \$400,000 is for Phase I of the two phase project.

The Finance Department budget does not include funding for the ERP Analysis Project as of yet because staff is waiting for the results from the ERP Assessment. Administrator Halik explained the Village currently uses a financial software called Decision Systems which is a proprietary software. Administrator Halik explained the Village would like to both expand our use of a Village-wide ERP system, and also have a plan in place in case software support for Decision Systems becomes an issue.

The Police Department has several larger expenditures included in this year's budget. Replacement of the Police Chief's vehicle at \$29,365 and the replacement of two squads with SUVs at a cost of \$74,635. Also included in the Police Department budget is one new Patrol Officer at a first year cost of \$69,643.

The Public Works Department includes funding for Year 2 of the EAB Abatement Program where the Village plans to remove and replace roughly 200 trees at a cost of \$168,000. Funding is also included for a replacement vehicle at a cost of \$15,000. This amount represents half the cost of the vehicle replacement, the other half is budgeted for out of the Water Fund.

The Building and Zoning Department does not have any large expenditures planned for this fiscal year.

The Water Fund budget includes \$15,000 for a vehicle replacement. This amount represents half of a vehicle purchase while the other half is budgeted under the Public Works Department. The Village will continue with its fire hydrant replacements at a cost of \$15,000 for this fiscal year. Finally, \$70,000 will be transferred to the Water Capital Improvement Fund.

The Hotel/Motel Tax Fund includes \$37,967 for hotel marketing and promotion.

The Motor Fuel Tax Fund's FY 2014/15 Road Maintenance Program has \$210,000 budgeted.

The Tax Increment Financing (TIF) Fund has \$638,834 in eligible redevelopment costs remaining after which the fund will be closed out.

The Water Capital Improvements Fund has two larger expenditures scheduled for this budget season, the first being the replacements of the failing Meter Transmitting Units (MTU) throughout the Village. The batteries on the Village's MTUs have started to fail. The Village uses the MTUs to read resident's water meters in order to correctly bill residents for their water usage. The estimated cost of this replacement project is \$285,000. The second project is the Year 1 Tank Coating Project at a cost of \$20,000.

The Capital Projects Fund does not have any large expenditures planned for FY 2014/15.

The 2008 Bond Fund has annual debt service payment of \$156,956 due. Trustee Mistele asked if the Village should consider refinancing our 2008 GO Bonds. Director Dittman explained that staff looked into this option and found the Village would only save roughly \$25,000 if done today and that would not necessarily be worth it.

The SSA Bond & Interest Fund has annual debt service payment of \$319,440.

The Land Acquisition, Facility Expansion & Renovation Fund (LAFER) has a remaining balance of \$1.1 million after Phase I of the Master Facilities Plan. Director Dittman commented there is no more planned revenue that will be added to the LAFER Fund unless the Village sells the vacant lot north of the Public Works Building.

Director Dittman next began the topic of the Village's revenues. The FY 2014/15 budget estimates all fund revenues to be about \$13,225,193. The General Fund accounts for roughly 61% of this amount with an estimated \$8,082,537. The three most prominent revenues within the General Fund are Sales Tax at 43% or \$3,450,000 of the General Fund revenues, Utility Tax at 14% or \$1,075,000 of the General Fund revenues, and Income Tax at 10% or \$787,000 of the General Fund

revenues.

Director Dittman continued with an explanation of the Village's expenditures. The FY 2014/15 budget includes \$14,110,153 in expenditures over all funds. Of this amount the General Fund accounts for 60% or \$8,400,189 and the Water Fund accounts for 19% or \$2,621,520.

Director Dittman next highlighted General Fund expenditures by department stating that the Police Department accounts for 55% of General Fund expenditures or \$4,630,000, followed by the Administration Department at 13% or \$1,102,220 and the Public Works Department at 12% or \$998,642.

Chief Shelton gave a brief overview of the Board of Police Commissioners budget stating costs went down roughly 7%.

Administrator Halik presented the Administration budget highlighting increases to the Buildings line-item due to the increased utility costs for the new buildings. Also noted was a \$50,000 decrease to the Legal Services line-item. Overall, Administration expenses went down 9.41%.

Administrator Halik continued with the Planning and Economic Development budget by pointing out a \$31,000 increase to the General Management line-item for the aforementioned comp plan update. The Engineering line-item was also increased as the Village needs more consultant hours from the Planner. Overall, the Planning and Economic Development budget increased 30.99%.

Administrator Halik next presented the Parks & Recreation budget which includes increases to the Maintenance line-item for increased OT for the Public Works employees as well as \$400,000 for the potential grant aided project at Willow Pond. Overall, the Parks & Recreation budget increased about 132%.

Director Dittman took over to present the Finance Department's budget which included a small increase to the General Management line-item to account for the increased hours of the part time front counter receptionists. Overall, the Finance budget increased 2.44%.

Chief Shelton presented the Police Department budget which includes an increase to the Police Administration line-item for the costs associated with a new officer. Increases were also noted in the Police Telecommunications and Police Capital Improvements line-items. Trustee Mistele inquired as to the large decrease in Police Patrol Service line-item. Director Dittman commented that that line-item is used for DEA funded purchases and there were no budgeted purchases at this time but that the line-item could increase if qualifying purchases are requested. Chief Shelton explained the Village has \$128,000 in the DEA fund and \$45,000 in the state fund. Overall, the Police budget increased 3.39%.

Administrator Halik presented the Public Works budget highlighting increases to the snow removal line-item as well as a \$15,000 fuel tank repair project included in the Buildings line-item. Trustee Mistele asked if the Village should get rid of the fuel tanks. Administrator Halik responded that that is a decision which will have to be made moving forward. Mayor Trilla commented the Village should remove the tanks except for maybe an above ground diesel tank for the Public Works Department. Overall, the Public Works budget decreased 10.23%.

Administrator Halik next highlighted the Building & Zoning Department budget including increases to the General Management line-item due to increased overtime hours for the Building Inspector as well as increases to the Inspection Services line-item which is for consultant inspectors. Overall, the Building & Zoning budget increased 11%.

Administrator Halik presented the Water Fund which includes increases to both the Water Production line-item for increased water purchase costs and the Transportation & Distribution line-item for the increasing number of water main breaks. Overall, the Water Fund budget increased about 5%.

Director Dittman briefly went over the Hotel Motel Tax Fund budget which overall decreased roughly 2%. Mayor Trilla noted that there is currently a proposed bill being considered which will allow a 50/50 split of Hotel Motel funding between the Village and the DuPage Convention and Visitors Bureau.

Director Dittman next explained the Motor Fuel Tax (MFT) Fund decreased 13.22% from \$242,000 last year to \$210,000 for this upcoming year. The estimated MFT Fund revenues for the year are \$241,816. The remaining balance of \$31,816 after this year's program will be added to the Village's MFT Fund balance bringing it to \$388,575. This balance will be used to pay the Village's portion of an STP grant for the overlay of Clarendon Hills Road.

Director Dittman presented the Tax Increment Financing (TIF) Fund highlighting an increase to the Redevelopment Costs line-item of \$638,834. This amount will be used for a new traffic light near the bowling alley. Director Dittman also noted there were no principle and interest payments this upcoming year because the TIF has ended. Overall, the TIF Fund increased 40.72%.

Director Dittman explained there were no significant changes to the SSA Bond & Interest Fund budget.

Director Dittman noted the Water Capital Improvements Fund includes a large increase to the Capital Improvements line-item which includes the Village's MTU replacement project, the valve insertion project, and water main replacement funding.

Director Dittman stated there are no planned projects for the Capital Projects Fund.

Director Dittman next stated the Village continues to make payments on the 2008 Bond Fund.

Director Dittman stated the LAFER fund has \$1,063,157 included in the Village Hall Remodel line-item for the work that will be done at the 835 Midway site.

Administrator Halik concluded the meeting by reminding the Village Board of the Board Budget Workshop, which is scheduled for March 17, 2014. At the workshop, staff will present discretionary items which are not currently in the budget and were not presented tonight. Finally, he thanked all meeting attendees for their time and efforts in the budget preparation.

**4. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

**5. ADJOURNMENT**

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

The meeting was adjourned at 7:15 p.m.

(Minutes transcribed by: Garrett Hummel)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION HELD ON TUESDAY, FEBRUARY 4, 2014, AT THE WILLOWBROOK COMMUNITY RECREATION CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:04 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Jo Bice, Ronald Kanaverskis, Leonard Kaucky, Laurie Landsman, Carol Lazarski, and Doug Stetina.

ABSENT: Commissioners Rene Schuurman and Ramona Weigus.

Also present were Superintendent of Parks and Recreation Kristin Violante and Mayor Frank Trilla.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JANUARY 14, 2014

The Commission reviewed the January 14, 2014 minutes. Commissioner Landsman stated that under Correspondence/Communications, "HCS" needed to be added to the name of the family services organization that received the donated toys.

MOTION: A Motion was made by Commissioner Bice and seconded by Commissioner Stetina to approve the January 14, 2014 minutes as amended.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Winter/Spring Program Numbers

Superintendent Violante stated that overall participation has been good. Superintendent Violante stated that she is co-oping with the Village of Hinsdale Park and Recreation Department, as well as the Burr Ridge Park District, to increase participation.

5. OLD BUSINESS

A. Holiday Party

Superintendent Violante reviewed the Final Report for the Children's Holiday Party. Added were holiday plates and napkins and increased awareness of Santa. The commissioners consented to leaving the Children's Party and the Tree Lighting Ceremony as two separate events.

Chairman Cobb stated that new decorations needed to be purchased.

Superintendent Violante stated she has put in the 2014/2015 budget a mailing to advertise for the Holiday Party and Tree Lighting Ceremony in order to build attendance numbers.

B. Master Plan Update

Superintendent Violante stated that ComEd has a Green Space grant available to develop trails. The grant is a \$20,000 matching grant and stated that a new trail at Lake Hinsdale Park would make a good project. The consensus of the Commission was to go ahead and apply for it.

Superintendent Violante stated that the only project slated for the Fiscal Year 2014/15 budget year is the Willow Pond park project if the OSLAD grant is approved. The Commissioners amended the master plan to include revising the Midway Park renovation to have 25 parking spaces instead of 75, move Lake Hinsdale Park projects to 2015 and Ridgemoor projects to 2016 and finally to currently take the maintenance facility dog park off the table.

C. Village Race

Superintendent Violante stated that the Race Committee met and is coming up with a budget and a race course. The Committee is looking into how much a race director would cost.

Tentative plans for the course include Gower West School, Farmingdale Subdivision, and Borse Community Park.

Suggested fee structure would be \$25.00 initial registration and as the time draws closer, an additional \$5.00.

Tentative date would be September 21, 2014.

D. IPRA Conference

The commissioners that attended the conference did not have to pay the registration fee. Commissioner Bice stated that the goal for going to the conference was to look at equipment for the parks.

Commissioner Bice stated that after attending the Expo, she believes the current trend is Disc Golf.

6. NEW BUSINESS

A. Movies in the Park

Superintendent Violante stated she was contacted by the movie company and tentatively booked Movie Night for Thursday, June 19, 2014, with a rain date of Wednesday, June 25<sup>th</sup>, and has reserved the movie Frozen.

Chairman Cobb stated that the Commission has agreed to hosting one Movie Night and focus on making it a great event.

Commissioner Landsman asked to look into the possibility of purchasing a movie screen. Chairman Cobb questioned to see if any other park districts own one that the Village could rent.

B. Waterford Park Re-Dedication

Superintendent Violante stated that she would like to place a before and after picture of Waterford Park and highlight the reopening of the park on the next Village Newsletter.

The Commission agreed to hold the Ribbon Cutting Ceremony on Saturday, June 7, 2014 at 10:00 a.m.

7. CORRESPONDENCE/COMMUNICATIONS

There were no communications.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Landsman to adjourn the meeting at the hour of 7:55 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 4, 2014

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, FEBRUARY 5, 2014, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Commissioners Remkus, Soukup, Buckley, Vice-Chairman Wagner and Chairman Kopp. Also present were Mayor Frank Trilla, Village Administrator Tim Halik, Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioners Baker and Lacayo.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting December 4, 2013 (APPROVE)
- C. Minutes – Village Board Meeting December 16, 2013 and January 13, 2014

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

4. PLAN COMMISSION CONSIDERATION: Concept review of proposed PUD (625 Joliet). Develop a multi-use indoor soccer facility/convention space with restaurant and banquet space, a cigar lounge, and Turkish bath spa facility.

Chairman Kopp: This is an informal meeting where the Plan Commission will give feedback on the proposed project.

Ron Vary, the architect for the project, introduced the general concept: The proposed facility is 48,000. The contents of which will house 2 indoor soccer fields, a first floor restaurant and bar, a second floor sports bar. The lower level has a world class spa comparable to what you would see at Kohler Spa in Woodridge. In addition to the soccer fields there are plans to hold concerts between 12 and 18 annually as well as small conventions.

Chairman Kopp: I think it is a great idea; to take an unused part of the village and create something that is exciting will bring people to the village. The concern is all the variations and parking and making everything fit on the site appropriately. I would not be in favor of the billboards.

Ron Vary: There was considerable thought to the parking issue and that there is ample opportunity to approach adjacent business owners to lease spaces from them after their business hours. In addition, Compass is not very far away. It is within a two minute ride and there are five acres to park as many cars as can fit via a valet/shuttle bus system. The plan is to have a valet service transporting vehicles back and forth to these lots. Regarding the billboards, they were initially modeled after the fashion outlet mall in Rosemont.

Chairman Kopp: Will the state allow any billboards?

Ron Vary: There are billboards within viewable distance of the intersection.

Commissioner Remkus: I am concerned that it is a tight lot and the accessibility for the fire department needs to be addressed.

Ron Vary: The stage has been removed from the equation. The stage now will be aluminum and taken down and reconstructed on a need be basis. This pushes the building back giving a fire truck the ability to navigate around the entire building.

Commissioner Remkus: It seems like a small lot to put that building on. There is no drawing or examples of how the process of transporting people back and forth will work.

Ron Vary: The reason is only time and money. We wanted to spend just enough to get here and we are looking forward to the positive feedback and suggestions from the Plan Commission.

Chairman Kopp: One of the concerns the Village staff has is with the large number of variations.

Vice-Chairman Wagner: There have been projects in the past that present material on this property. The last project talked about using the vacant parcel across the street for a parking garage. That would be something that could be pursued. The other concern is stormwater. Stormwater is expensive to put underground. You have to address that to meet the requirements of the county and the village. One thing that the village does not like to see is detention in the parking lot. That is an issue that needs to be resolved before we can look much more into the site plan because the water has to go somewhere.

Ron Vary: Stormwater control is going to be handled through a combination of ideas. At the roof level, by installing a choker system that will add cost to the structure of the roof, by using pervious pavers and through the triangle portion that is left on the side of the property, the balance of that will be devoted to stormwater.

Vice-Chairman Wagner: Those are good ideas and we can work with that. I would like to see you pursue some additional parking across the street.

Ron Vary: We will try to do that.

Chairman Kopp: What would the parking requirement be for those soccer fields?

Ron Vary: There is generally a maximum of ten people per team. So forty people among the two fields (adults and kids).

Chairman Kopp: My experience is twenty kids per team and none of the kids drive and most parents drive themselves so you should figure at least 40 cars per field.

Ron Vary: I am very anxious to get the site plan prepared and there is so much parking around here that this will alleviate everyone's concerns at the next meeting.

Chairman Kopp: Directly across the street is a school that will not be available to park because they have weekend classes.

Ron Vary: On the weekends for concerts the businesses will not be open. Hundreds of spaces will become available to use.

Vice-Chairman Wagner: Cross-usage parking is a great idea but not sure if there was ever off-site parking on a project in the village.

Ron Vary: That would probably be written into a PUD.

Chairman Kopp: This is a great idea and we would definitely be in favor of this type of facility.

A construction representative for Ron Vary commented on the size of the building: The building looks very big the footprint is only 25,000 square feet. This meeting shed some light on the requirements. We will not ask for any variances that will affect the fire department at all.

Chairman Kopp: The commission thinks that this is a good idea but we need to see the final layout of the building in context of the building and the setbacks.

Ron Vary: We will get to work on this.

Planner Charlton: The biggest question is the off-site parking. The proposal is that most of the parking requirement is off site. The hotels were mentioned as being a participant during conventions or concerts and that is different from the normal everyday use. In most cases people want to see off-site parking in close proximity.

Chairman Kopp: Except for special occasions it needs to be walkable. You cannot count on shuttles to bring people back and forth in this suburban community. People will be parking in the neighboring spots.

Ron Vary: That happens in every stadium in this country and our staff would definitely enforce the parking rules. But it is something that every business deals with.

Chairman Kopp: Not the businesses that have adequate fields of parking. I am in favor of this project but if large numbers of people are going to park a half mile away, that is a problem.

Ron Vary: We are looking at Compass as the safety net for the parking issue. Most of the parking lots are definitely closer than a half mile away.

Chairman Kopp: Assuming the concert would be the densest use, what is the legal capacity to the building for a concert. How many people can be in there for a concert?

Ron Vary: It depends on how the floor is set up at night.

Chairman Kopp: I am interested in the fire code. How many are allowed in there.

Ron Vary: There could be several occupancy cards issued based on the set up for the evening.

Village Administrator Halik: Perhaps Vice-Chairman Wagner's suggestion of buying the lot across the street should be investigated.

Vice-Chairman Wagner: Double the size of the building and buy the lot across the street and put a big parking garage up.

Ron Vary: Thank you for your time.

5. PLAN COMMISSION CONSIDERATION: Concept review of proposed PUD (6258 Kingery Highway). Develop an up-scale childcare/preschool facility in a 1 story 8,465 square foot building, with two outdoor playgrounds.

Preston Amos with The Ferris Group the developer of 6258 Kingery: This is a high-end daycare/preschool facility. They accommodate kids from 6 weeks of age to 5 years old. The concept is to be modeled after in-home care facility and home like concept. This facility has two outdoor playgrounds and the purpose of that is to accommodate infants through toddlers in one playground and two plus age category in the other playground. The playground is made up of a synthetic turf material which is easier to maintain. There is also a large treehouse which is a trademark concept of the corporation. The site plan is conceptual and is modeled after the original restaurant use which is why the building is rotated slightly. There is an existing drive which is an entry way that is actually the original Hinsbrook Bank drive. The ordinance requires 1 parking space for every 7 students plus one space for every 2 employees. The site requires 27 parking spaces while 48 are provided.

Preston Amos: I read through the staff report and would like to answer any questions the Commission has.

Chairman Kopp: It is a great use and it is a nice looking building.

Preston Amos: It is a high end construction.

Commissioner Remkus: It is a great fit for the lot. It is something that is not going to be intrusive to the condo owners.

Preston Amos: The hours are 6 am to 6 pm. The peak periods are before work and afternoon to evening.

Vice-Chairman Wagner: It is a great fit. There was another child care facility that had trouble with the garbage access. You might consider addressing that in your project.

Preston Amos: In discussions with the engineer it is likely that they will eliminate the 10 parking spaces on the north and locate the trash there. The frequency of pick up is based on the volume and the size of the actual dumpster.

Planner Charlton: For the next application provide a description of things that get delivered and how they are delivered.

Village Administrator Halik: Meet with the fire department for questions regarding the building sprinkler system.

Preston Amos: Thank you for your time.

6. PLAN COMMISSION DISCUSSION: Zoning Ordinance update.

Planner Charlton said we will be updating the zoning ordinance over the next few months. We need about five meetings to get through everything to the point where there will be a public hearing and then take the updates to the Village Board for adoption.

7. VISITOR'S BUSINESS:

None.

8. COMMUNICATIONS:

Village Administrator Halik said Whole Foods is moving into the Dominick's location. There is a coffee shop from Hinsdale interested in the Caribou location. The Fresh Market is scheduled to open early 2015. Chick-Fil-A will open next Thursday.

Planner Charlton said the case coming up for next month's meeting is in response to some of the new gun laws passed by the state of Illinois.

9. ADJOURNMENT

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner, to adjourn the regular meeting of the Plan Commission at the hour of 8:30 p.m.

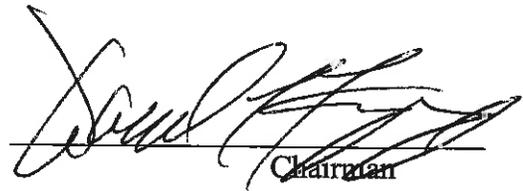
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

March 5, 2014

Minutes transcribed by Joanne Prible.

  
Chairman