

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, MAY 12, 2014, AT 6:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

### 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

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES – April 14, 2014 Regular Meeting of the Municipal Services Committee
4. DISCUSSION – Water Billing System - Meter Transmitting Unit (MTU) Replacement Project
5. DISCUSSION – Water Tank Coating Project
6. DISCUSSION – 2014 Motor Fuel Tax (MFT) Roadway Maintenance Program
7. REPORT – Municipal Services Department:
  - a. April Monthly Permit Activity Report
  - b. March Water System Pumpage Report
8. VISITOR'S BUSINESS  
(Public comment is limited to three minutes per person)
9. COMMUNICATIONS
  - a. Public Sidewalk Replacement Project
10. ADJOURNMENT



Proud Member of the  
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL  
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,  
APRIL 14, 2014 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:02 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

After review of the draft minutes from the March 10, 2014 Regular Meeting of the Municipal Services Committee, Chairman Mistele suggested changes to the proposed minutes to reflect his full comments made during the discussion under Item No. 4 – Community Electronic Informational Signage. Chairman Mistele shared the specific comments he had made at that time, which were not included in the minutes. Administrator Halik advised that the minutes would be amended to reflect the omitted statements. Chairman Mistele made a motion to approve the minutes as amended. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Spring Brush Collection and Grinding Program: May 12-16, 2014

Administrator Halik stated that last year, the Village's regular tree maintenance contractor, Mario's Tree Service, completed both the Village-wide Spring and Fall brush collection programs. The Spring 2013 program included a grinding component so that usable mulch could be provided to residents at no charge for yard beautification purposes. The Fall 2013 program was merely a curb-side brush chipping program. Halik stated that this arrangement worked well, since the ground mulch made available in the Spring was depleted prior to the winter season. Halik reported that staff has asked our current landscape contractor, Mario's Tree Service, to again provide a proposal to perform the typical curb-side chipping program along with completing the tub grinding process this Spring. Mario has agreed to offer the same rates as they did last year to complete the collection program, with a slight increase of \$550 to complete the grinding program. Collectively, the overall price is still below the cost other vendors offered us last year for the same program. Halik stated that staff anticipates that two (2) chipping crews would be required to work approximately 40 hours' time to complete the Spring collection program. Afterwards, the tub grinding is expected to require one 10 hour day's work. Therefore, the estimated cost of the program, including the grinding component, would be \$14,900. The F.Y. 2014/15 Budget includes funding to conduct both the Spring and Fall Brush Collection Programs. Halik stated that staff would recommend that the proposal submitted by Mario's Tree Service in the amount of \$105.00/hr. per chipping crew plus \$6,500 for tub grinding be accepted to perform the Village-wide Spring Brush Collection Program. Mario's performed this same program for the Village last Spring and is familiar with the program requirements. If the Committee concurs, a resolution accepting the proposal will be placed on the agenda for the April 28th regular meeting of the Village Board. The Spring Brush Program would be scheduled to occur the week of May 12th thru May 16th. The Committee was in agreement with the staff recommendation.

5. DISCUSSION – Annual Streetlight Maintenance Contract

Administrator Halik advised that the Village's annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town, which includes approximately 180. In 2012, after a competitive bidding process, the low bid was received by Rag's Electric, and the contract was awarded to them. Rag's Electric has provided the service to the Village since that time. Halik advised that staff is very pleased with the quality of services currently provided by Rag's Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Rag's responded that due to the increased labor rates, he would need to increase the hourly rate charged for electrician from \$90.00/hr. to \$95.00/hr. and electrician's helper from \$40.00/hr. to \$60.00/hr. But overall, given the schedule of prices within the contract, these increases would equate to an approximate 11% increase in the total contract price, from \$9,670 to \$10,720. Halik stated that staff would recommend the Village grant Rag's Electric an 11% increase in the contract price and extend a one-year renewal agreement to them. If the Committee concurs, staff would recommend drafting a renewal agreement that would be brought to the Village Board for approval on April 28, 2014. The new contract would become effective on May 1, 2014. The Committee was in agreement with the staff recommendation.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for March 2014 showing that the Village has taken in about \$19,300 in permit revenue for the month. Halik advised that eleven months into fiscal year 2013/14, we have taken in approximately 154% of our anticipated FY2013/14 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report. The report indicates that the Village pumped about 29.2 million gallons in the month of February 2014. At this point, we have pumped about 4% less water this year as compared to the same timeframe last year. However, so far, total pumpage is on track to meet our annual pumpage projection of 395,000,000 gallons.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Administrator Halik briefed the Committee on an IEPA audit of the Village water system, which took place on March 27<sup>th</sup>. Halik advised that an IEPA inspector performed a thorough inspection of the water storage tanks, pump house facility, and Village Hall. The inspector also took water samples to test for the amount free chlorine in the supplied water. The audit revealed no violations, and one paperwork issue to be addressed. Halik advised that the IEPA records show that final paperwork for several Village water main projects have not been received by the state. The inspector provided a short list of such projects dating back to 1992. Halik stated that the IEPA asked the Village to follow-up to complete this item in the near future, so their records are complete.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund.  
The meeting was adjourned at 6:20 PM.

(Minutes transcribed by: Tim Halik, 5/8/14)

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

**AGENDA ITEM DESCRIPTION**

**DISCUSSION - Water Billing System - Meter Transmitting Unit  
(MTU) Replacement Project.**

**COMMITTEE REVIEW**

- Finance/Administration  
 Municipal Services  
 Public Safety

Meeting Date:

May 12, 2014

- |   |   |
|---|---|
| <input type="checkbox"/> Discussion Only  | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)           |
| <input type="checkbox"/> Regular Report   | <input type="checkbox"/> Report/documents requested by Committee  |

**BACKGROUND**

The Village, thru funding from bond proceeds at the time, installed a state-of-the-art water meter reading system in 2001. This wireless system includes a device called a Meter Transmitting Unit (MTU) installed at each water account location which wirelessly transmits the water meter reading to one (1) of three (3) Data Collection Units (DCUs) in town, which in turn, transmit the readings into the Village's water billing software.

When the system was installed, we were advised that the estimated battery life of an MTU was approximately 15 years. Unfortunately, the Village began experiencing battery failures starting in late 2012. Because of the early failures, the manufacturer offered a rebate on replacements, which has helped to defray the unanticipated costs. In addition, in early 2013 the manufacturer was able to run a diagnostic test on all existing MTUs in the system to determine remaining battery life. At that time, this test concluded that about 30 units needed to be changed immediately, approximately 120 units needed to be changed prior to the end of 2013, and the remaining units should be changed out in 2014. Public works crews have been keeping up with the required replacement timetable, but there are approximately 1,714 units remaining to be replaced in the system, which is too many to be completed in-house with current staffing.

As part of the FY 2014/15 budget review process, staff obtained budget pricing from two (2) vendors – Midwest Meter, Inc. and Calumet City Plumbing Co., Inc. Midwest Meter is the distributor for Aclara system components, and Calumet City is the vendor that completed the original field installation of the system in 2001. In December of 2013, we received a budget estimate in the amount of \$284,185 to purchase the replacement devices and complete the work. As a result, \$285,000 was budgeted within the Water Capital Fund to complete the project. After the Board Budget Workshop held on March 17, 2014, we asked for proposals for the project. Final proposal amounts are as follows:

Item	Cost
DCU Upgrade	\$12,575
NCC Software Upgrade	\$19,675
Replacement Water Server	\$7,443
1,714 Replacement MTUs (\$103/\$128 each)	\$189,767
Installation (\$60/each)	\$102,840
<b>TOTAL:</b>	<b>\$332,300</b>

The above costs are \$47,300 (or 16.6%) higher than what was budgeted. However, there are sufficient funds available in the Water Capital Fund to complete the project.

**STAFF RECOMMENDATION**

Staff recommends that this project be recommended for approval. If the committee concurs, this item will be included on the Board's agenda at the May 27<sup>th</sup> meeting for consideration.

Midwest Meter, Inc  
P.O. Box 318  
Edinburg, IL 62531  
Phone: 1-800-634-4746  
Fax: (217) 623-4216



**Quotation**

**Customer**

Name Village of Willowbrook  
Address 7760 Quincy Street  
City Willowbrook State Illinois ZIP 60527  
Phone (630) 323-8215

**Misc.**

Date 4/15/2014  
Terms Net 30  
Delivery Various

Qty		Unit Price	TOTAL
<b>ACLARA STAR System</b>			
1	DCU Upgrade (3 DCU II Collectors) * DCU Hardware Upgrade FCC Application Fee (2nd Frequency)	\$12,575.00	\$ 12,575.00
1	NCC Upgrade NCC Database Migration NCC Installation NCC Training, v7.4 (onsite)	\$19,675.00	\$ 19,675.00
1	NCC Software (n/c with maintenance agreement)	\$0.00	\$ -
1	NCC Server (optional) <span style="color: red; font-weight: bold;"># 7,443</span>	<del>\$10,000.00</del>	
* Installation requires a "bucket truck", not included in this quotation			
<b>3000 Series MTUs</b>			
	STAR MTU, Single Port, Wall Mount, 12" Cable (3321-012-RB)	\$103.00	\$ -
	STAR MTU, Dual Port, Wall Mount, 12" Cable (3322-012-RB)	\$128.00	\$ -
<b>3000 Series Extended Range MTUs</b>			
	STAR MTU, Single Port, Wall Mount, 12" Cable (3321-012-RBW)	\$113.00	\$ -
	STAR MTU, Dual Port, Wall Mount, 12" Cable (3322-012-RBW)	\$133.00	\$ -
		Total	\$ 32,250.00

**Sales Rep**

Name Tim O'Connor  
(630) 397-8559  
toconnor@midwest-meter.com

*Prices are valid for 6 months from date of quotation.  
Due to product improvements and other modifications, product specifications are subject to change without notice  
unless specifically stated in this quotation.*

*Thank you for your business!*

**Calumet City Plumbing Co., Inc.**

645 State Street / P.O. Box 150

Calumet City, Illinois 60409

PH: (708) 868-0074

FX: (708) 868-0102

TO:  
Willowbrook, Village of  
7760 Quincy St.  
Willowbrook, IL 60225

PHONE 630-323-8215	DATE April 15, 2014
JOB NAME / LOCATION MTU Replacement Project Various Locations Willowbrook, IL	
Proposal 116608	

We hereby submit specifications and estimates for:

We propose to provide labor and equipment for the following:

-Remove & replace existing transmitters with owner provided Aclara transmitters, program as required, weekly downloading of data at the Village of Willowbrook, mailing of notices to residents, scheduling of appointments, & provide necessary installation forms.

Cost Per Unit: \$60.00 Each

-Additional cost to remove & replace water meter if done at the same time as above: \$32.00 Each

Pricing to be adjusted as follows:

3% Annual Price increase per meter effective 1/1/15

Price does not include the following items:

Any permits, fees, or additional insurance.

Any wire connectors, lead seals, tail pieces, gaskets, or wire.

Any programming equipment (leased or purchased).

Any Performance Bonds.

Appointments to be scheduled with 1 Installer Tuesday through Saturday, 8A-5P, Tuesdays & Thursdays from 8A-7P, 2 Installers on Saturdays, 8A-3P

NOTE: Calumet City Plumbing Co., Inc. to comply with all requirements of the Illinois Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on the projects.

**We Propose** hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

(\$ \_\_\_\_\_ ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within **30** days.

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

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

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – WATER TANK COATING PROJECT**

**COMMITTEE REVIEW**

- Finance/Administration  
 Municipal Services  
 Public Safety

Meeting Date:

May 12, 2014

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

**BACKGROUND**

On June 10, 2013, the Village Board adopted Resolution No. 13-R-30 accepting a proposal from Stand Associates to perform an engineering analysis of the protective coatings on all three (3) of the Village's above grade water tower structures. These three water tanks were last sandblasted and re-coated in 1999, 2001 and 2002 and are experiencing varying degrees of wear. The final reports recommended that the tanks be re-coated within the next five (5) years. This project was discussed at both the Committee Budget Review meeting and the Board Budget Workshop. The Board agreed to the following schedule to complete the program, pending funding considerations.

STRUCTURE	ITEM/SCHEDULE/COST	TOTAL COST PER TANK
Village Hall Tank (500,000 gallon spheroid)	Engineering Design – FY 2014/15:                      \$19,000	\$468,000
	Rehabilitation – FY 2015/16:                              \$430,000	
	Engineering Construction – FY 2015/16:                      \$19,000	
Standpipe (3,000,000 gallon)	<u>Exterior:</u>	\$946,000
	Engineering Design – FY 2015/16:                      \$19,000	
	Rehabilitation – FY 2016/17:                              \$572,000	
	Engineering Construction – FY 2016/17:                      \$14,000	
	<u>Interior:</u>	
	Rehabilitation – FY 2017/18:                              \$328,000	
67 <sup>th</sup> Street Tank (500,000 gallon spheroid)	Engineering Construction – FY 2017/18:                      \$13,000	\$478,000
	Engineering Design – FY 2017/18:                      \$19,000	
	Rehabilitation – FY 2018/19:                              \$440,000	
	Engineering Construction – FY 2018/19:                      \$19,000	

**REQUEST FOR FEEDBACK**

The FY 2014/15 budget includes \$20,000 to complete the first year work of the 5-year plan to re-coat all three (3) of the Village's above grade water storage tanks. Year 1 of the plan includes the development of design specifications and bidding related services pertaining to the re-coating of the Village Hall tank. Once the bid packet is completed, this project would be put out to public bid with the rehabilitation work scheduled to occur within FY 2015/16.

Staff requested a proposal (copy attached) from Strand Associates to complete the scope of work of year 1 of the program. The proposal includes a not-to-exceed cost of \$19,000.

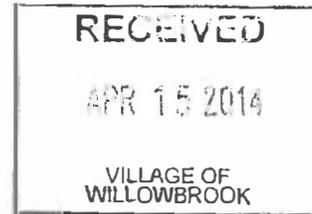
**STAFF RECOMMENDATION**

Staff would recommend that the proposal submitted by Strand Associates to complete the year 1 work of the tank re-coating program be accepted. Since Strand performed the initial tank evaluation report, they are familiar with the project to enable them to draft required specifications to publicly bid the renovation work.



Strand Associates, Inc.  
1170 South Hobart Road  
Joliet, IL 60431  
(P) 815-741-5000  
(F) 815-741-4215

April 14, 2014



Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

Attention: Mr. Timothy J. Halik, Village Administrator

Re: Agreement for Design and Bidding-Related Services  
Executive Tower Rehabilitation

This is an Agreement between the Village of Willowbrook, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Design and Bidding-Related Services (Services) for the Executive Tower Rehabilitation project. This Agreement shall be in accordance with the following elements.

### **Project Background**

OWNER's existing Executive Water Storage Tower requires rehabilitation and recoating. OWNER requested assistance in developing and bidding this work. The proposed services may be generally described as developing bidding documents, technical specifications, and drawings for repairs to and repainting of OWNER's Executive Water Storage Tower. Bidding-related services will also be provided.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

1. Attend initial project meeting and review scope and services, anticipated project schedules, and project specifics.
2. Review available construction documents provided by the Village, and the previous inspection report.
3. Prepare bidding documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.
4. Submit bidding documents to OWNER for review and input.
5. Prepare an opinion of probable construction cost and submit to OWNER with draft bidding documents.

Village of Willowbrook  
Page 2  
April 14, 2014

6. Review the draft bidding documents with OWNER, incorporate review comments as necessary, and submit two copies of the final bidding documents to OWNER.
7. Distribute bidding documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
8. Prepare addenda and answer questions during bidding.
9. Attend one prebid meeting.
10. Assist OWNER in the award of the Construction Contract.

#### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Additional Services with respect to cellular antennae on OWNER's water storage facilities for the project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for

Village of Willowbrook  
Page 3  
April 14, 2014

securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

### **Compensation**

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses a not-to-exceed fee of \$19,000.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

Village of Willowbrook  
Page 4  
April 14, 2014

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated on May 26, 2014. Services are scheduled for completion on November 28, 2014.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide legal services as may be required for OWNER during the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations, if required.

Village of Willowbrook  
Page 5  
April 14, 2014

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at

Village of Willowbrook  
Page 6  
April 14, 2014

ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

#### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

#### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

#### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

#### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Village of Willowbrook  
Page 7  
April 14, 2014

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. The OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF WILLOWBROOK

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
Timothy J. Halik  
Village Administrator

Date

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

**AGENDA ITEM DESCRIPTION**

**DISCUSSION –**

**2014 Motor Fuel Tax (MFT) Roadway Maintenance Program**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

May 12, 2014

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

**BACKGROUND**

At the February 10, 2014 Village Board meeting, the Board adopted the annual IDOT resolution allocating the use of up to \$250,000 in motor fuel tax (MFT) funds for the Village's 2014 Roadway Maintenance Program. Although an expenditure of up to \$250,000 was allocated, it is hoped that the actual cost of the program come in around \$210,000 to allow us to save MFT funds for the STP grant program in 2017.

The roadway maintenance database includes that roads within the Waterford subdivision are next in line for maintenance. However, it is the Village's policy to first survey all Village roadways after the winter season to determine whether other roadways are also in need of maintenance. This year's Village-wide road survey revealed that along with several roads located within the Waterford Subdivision, both 59<sup>th</sup> Street, from Clarendon Hills Road to Western, and 73<sup>rd</sup> Court, from Route 83 to Quincy, should be included in the 2014 program.

**REQUEST FOR FEEDBACK (if any)**

As a result, staff recommends that this year's road maintenance program consist of: The milling and overlay of select Village streets (listed below), full depth patching, removal and replacement of damaged concrete curbs (along the streets to be overlaid), and replacement of pavement markings.

STREET	LIMITS	ESTIMATED COST
59 <sup>th</sup> Street	Clarendon Hills Road to Western	\$64,000
73 <sup>rd</sup> Court	Route 83 to Quincy	\$26,000
Chaucer	Somerset to Waterford	\$31,750
Ridgemoor	Madison to Rogers	\$48,000
Somerset	Ridgemoor to Chaucer	\$54,000
<b>ESTIMATED TOTAL:</b>		<b>\$223,750</b>

**STAFF RECOMMENDATION**

Staff recommends that this year's MFT Roadway Maintenance Program include the above scope of work. If the Committee has no objection, staff will work with the Village Engineering Consultant to put together the IDOT contract. Once the contract is approved by IDOT, the program will be put out to public bid and the bid results will be brought back to the Municipal Services Committee for review and consideration.



RECEIVED

MAY - 8 2014

VILLAGE OF WILLOWBROOK

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 323-0520

May 8, 2014

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2014 MFT Program  
(CBBEL Project No. 90-144 H152)

Dear Tim:

As requested, we have prepared preliminary opinions of probable construction cost for various streets. The scope of work would be consistent with that of previous years including milling the six foot width along each edge of existing pavements and overlaying the street with 1½" of bituminous surface. We also presumed that one percent of the surface area would get a full depth patch. The streets within the Waterford Subdivision would have 10% of the curb and gutter removed and replaced, except for Waterford Drive in which we presumed replacement of 50% of the curbs because of the poor condition. Considering the extensive curb replacement projected for Waterford Drive, complete replacement may be prudent. Please note we have presumed that sidewalk replacement and any driveway replacement would be completed under a separate contract.

Streets in Waterford do not have any striping. 59<sup>th</sup> Street, from Western to Clarendon Hills Road, has limited curb, and it is in good condition. Both 59<sup>th</sup> Street and 73<sup>rd</sup> Court have striping and aggregate shoulder. The following table provides the list of streets, paving limits, and preliminary opinion of construction costs.

	STREET	LIMITS	PRELIMINARY COST
*	Chaucer	Somerset to Waterford	\$31,750
	Rogers	Plainfield to Waterford	\$70,000
	Waterford	Madison to Garfield	\$169,500
*	Ridgemoor	Madison to Rogers	\$48,000
*	Somerset	Ridgemoor to Chaucer	\$54,000
*	59 <sup>th</sup> Street	Western to Clarendon Hills Road	\$64,000
*	73 <sup>rd</sup> Court	Route 83 to Quincy	\$26,000

Note that some of these streets terminate at a road under the jurisdiction of IDOT or DuDOT and may require a permit from those agencies if resurfacing extends into those rights of way.

Please feel free to contact me if you have any questions or comments.

Sincerely,



Daniel L. Lyrich, PE, CFM  
Head, Municipal Engineering Department



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

**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

MONTHLY REPORT  
MUNICIPAL SERVICES DEPARTMENT  
Permits issued for the month of April, 2014

Deck	1
Fence	1
Interior Demo	1
Interior Improvements	1
Interior Remodel	1
Paver Entry	1
Plan Review	3
Remodel	1
Reoccupancy	1
Reroof	8
SFR	1
Sprinkler System	1
Window replacement	1
Windows	1
<b>TOTAL</b>	<b>23</b>
Final Certificates of Occupancy	1
Temporary Certificates of Occupancy	0
Permit Revenue for April, 2014	26,032.69
Total Revenue Collected for Fiscal Year To Date	258,000.48
Total Budgeted for Fiscal Year 2013/14	150,000.00
Total Percentage of Budgeted Revenue Collected to Date	172.00

Respectfully submitted,

Timothy Halik  
Village Administrator



Proud Member of the  
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2013/14

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 21,169.24	\$ 33,083.60
JUNE	\$ 19,335.70	\$ 30,569.43
JULY	\$ 48,123.47	\$ 11,471.85
AUGUST	\$ 17,977.86	\$ 14,433.22
SEPTEMBER	\$ 18,865.93	\$ 28,145.41
OCTOBER	\$ 12,371.02	\$ 6,068.00
NOVEMBER	\$ 26,381.46	\$ 8,590.80
DECEMBER	\$ 8,539.90	\$ 14,215.08
JANUARY	\$ 19,495.36	\$ 27,201.63
FEBRUARY	\$ 20,254.23	\$ 7,918.18
MARCH	\$ 19,318.62	\$ 19,167.39
APRIL	\$ 26,032.69	\$ 32,909.32
COLLECTED REVENUE	\$ 258,000.48	\$ 223,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ (108,000.48)	\$ (123,573.91)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	172	212.34

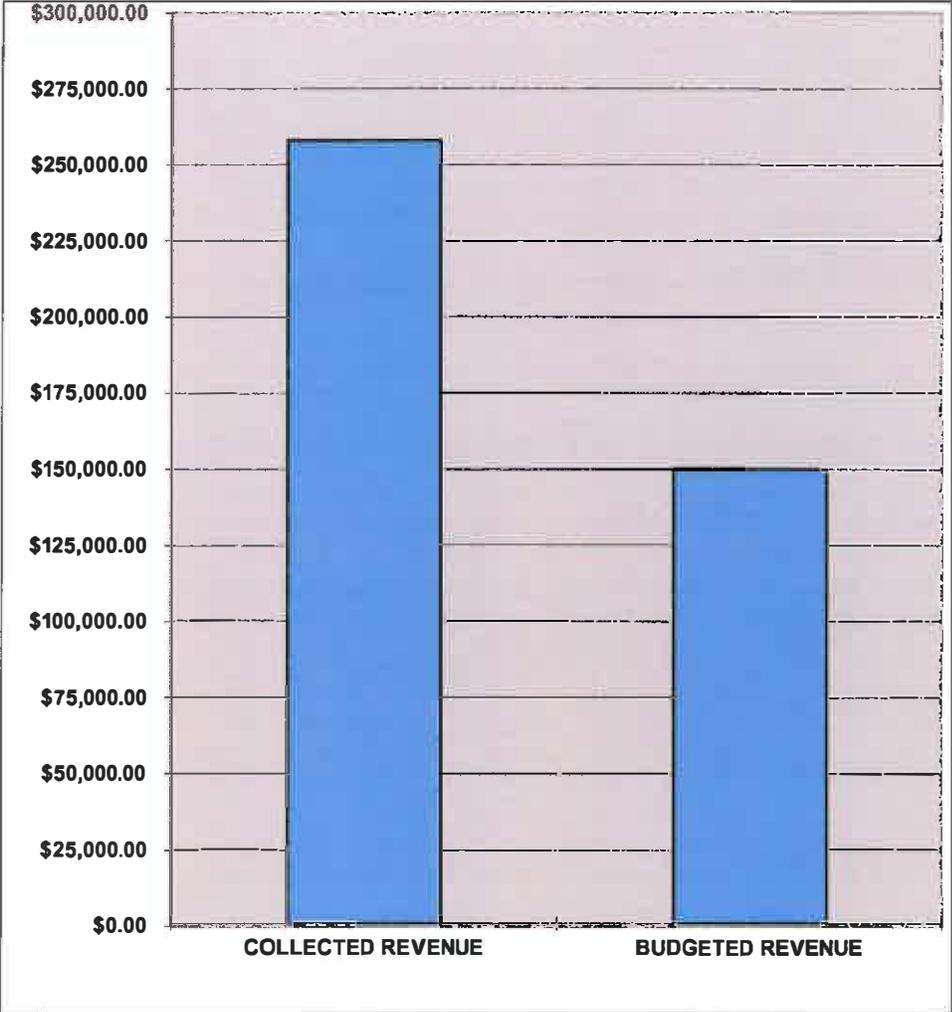
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 13/14	Fiscal Year 12/13
COLLECTED REVENUE	\$ 258,000.48	\$ 233,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00

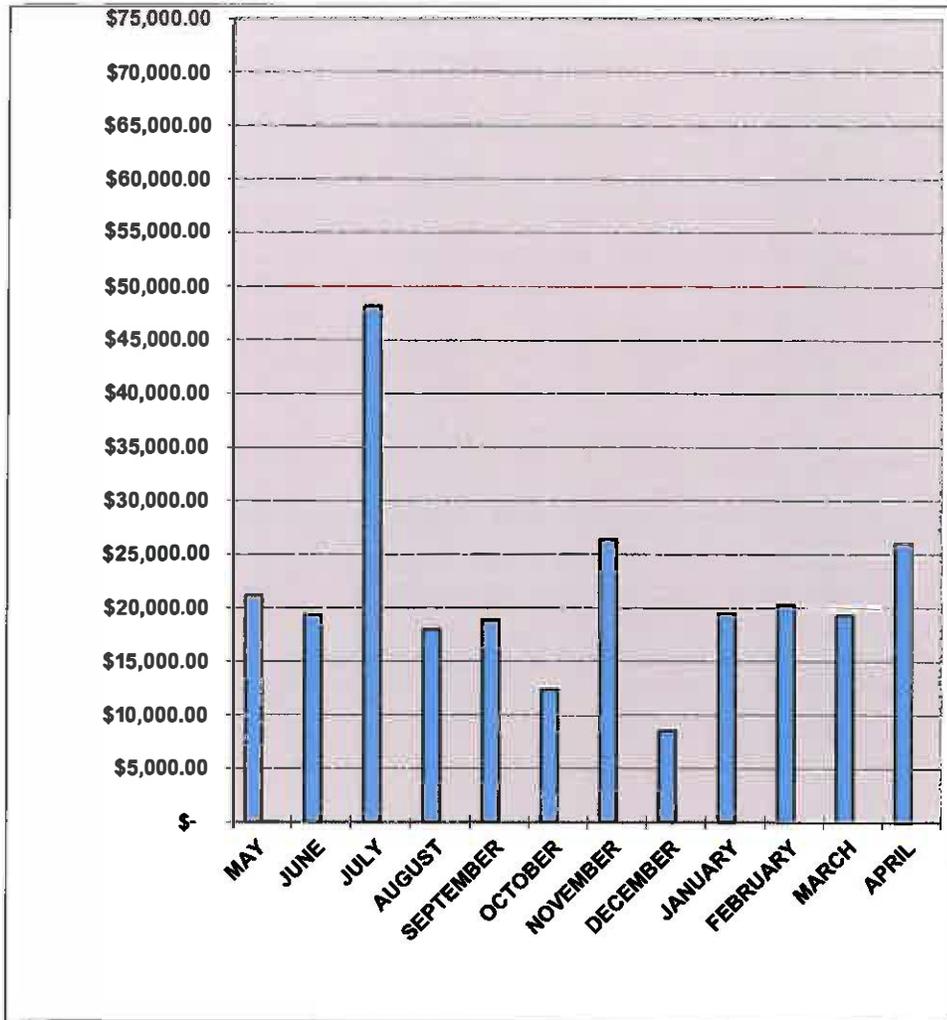
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



## 2012-13-14

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
14-084	04/23/14	Mike Tolar	151 Waterford Drive	Deck		\$ 50.00	R	04/23/14	04/23/15
14-076	04/21/14	Todd Adams	6350 Briar Road	fence		\$ 50.00	R	04/21/14	04/21/15
14-074	04/15/14	Sports Authority	7125 Kingery	Interior Demo	Sports Authority	\$ 500.00	C	04/15/14	04/15/15
14-073	04/11/14	Sports Authority	7125 Kingery	Interior Improvements	Sports Authority	\$ 2,639.60	C	04/11/14	04/11/15
14-090	04/25/14	Sports Authority	7125 Kingery	Interior Remodel	Sports Authority	\$ 4,822.52	C	04/25/14	04/25/15
14-061	04/04/14	Debbie DeJong	6209 Willowood Lane	Paver Entry		\$ 50.00	R	04/04/14	04/04/15
	04/09/14	TRP Willowbrook	7624-34 Plaza Court	Plan Review		\$ 2,000.00	C	04/09/14	04/09/15
	04/10/14	Sports Authority	7125 Kingery	Plan Review	Sports Authority	\$ 4,000.00	C	04/10/14	04/10/15
	04/15/14	Oak Hill Builders	645 63rd Street	Plan Review		\$ 750.00	R	04/15/14	04/15/15
14-047	04/01/14	Luty Wojciech	318 Hiddenbrook Lane	Remodel		\$ 1,595.78	R	04/01/14	04/01/15
14-059	04/04/14	Ahmed Elborno	6823 Kingery	Reoccupancy	Dr. Elborno Center	\$ 200.00	C	04/04/04	04/04/15
14-066	04/09/14	Mike Seheri	248 Somerset Drive	Reroof		\$ 35.00	R	04/09/14	04/09/15
14-078	04/21/14	Bank of America	6300 Kingery	Reroof	Bank of America	\$ 200.00	C	04/21/14	04/21/15
14-075	04/21/14	Lake Hinsdale Village	1 Clubhouse Drive	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-072	04/21/14	Nantucket	6608-6626 Snug Harbor	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-069	04/21/14	Nantucket	6511-6536 Snug Harbor	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-070	04/21/14	Nantucket	6601-6631 Weatherhill	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-071	04/21/14	Nantucket	6601-6625 Snug Harbor	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-068	04/21/14	Nantucket	6541-6571 Snug Harbor	Reroof		\$ 50.00	R	04/21/14	04/21/15
14-089	04/24/14	Barry Chafetz	635 W 68th	SFR		\$ 8,556.92	R	04/24/14	04/24/15
14-065	04/07/14	Chick-Fil-A	7101 Kingery	Sprinkler System	Chick-Fil-A	\$ 125.00	C	04/07/14	04/07/15
14-079	04/22/14	Jim/Joyce Sliva	5870 Virginia Ave	Window replacement		\$ 75.00	R	04/22/14	04/22/15
14-088	04/23/14	Sebastian Derza	124 Sunset Ridge	Windows		\$ 150.00	R	04/25/14	04/25/15

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 100

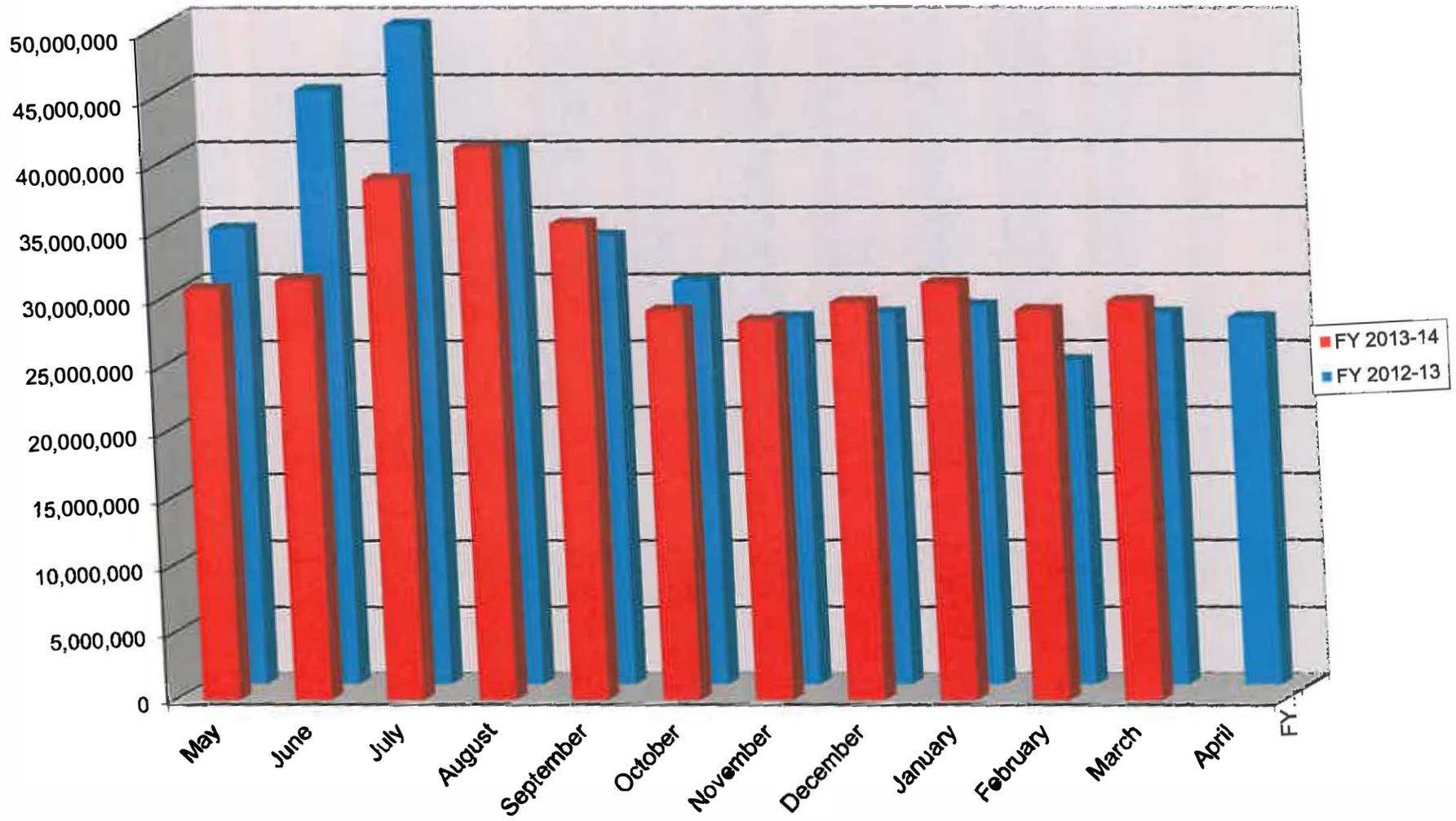
RUN: 05/01/14 9:48AM

REVENUE REPORT FOR APRIL, 2014

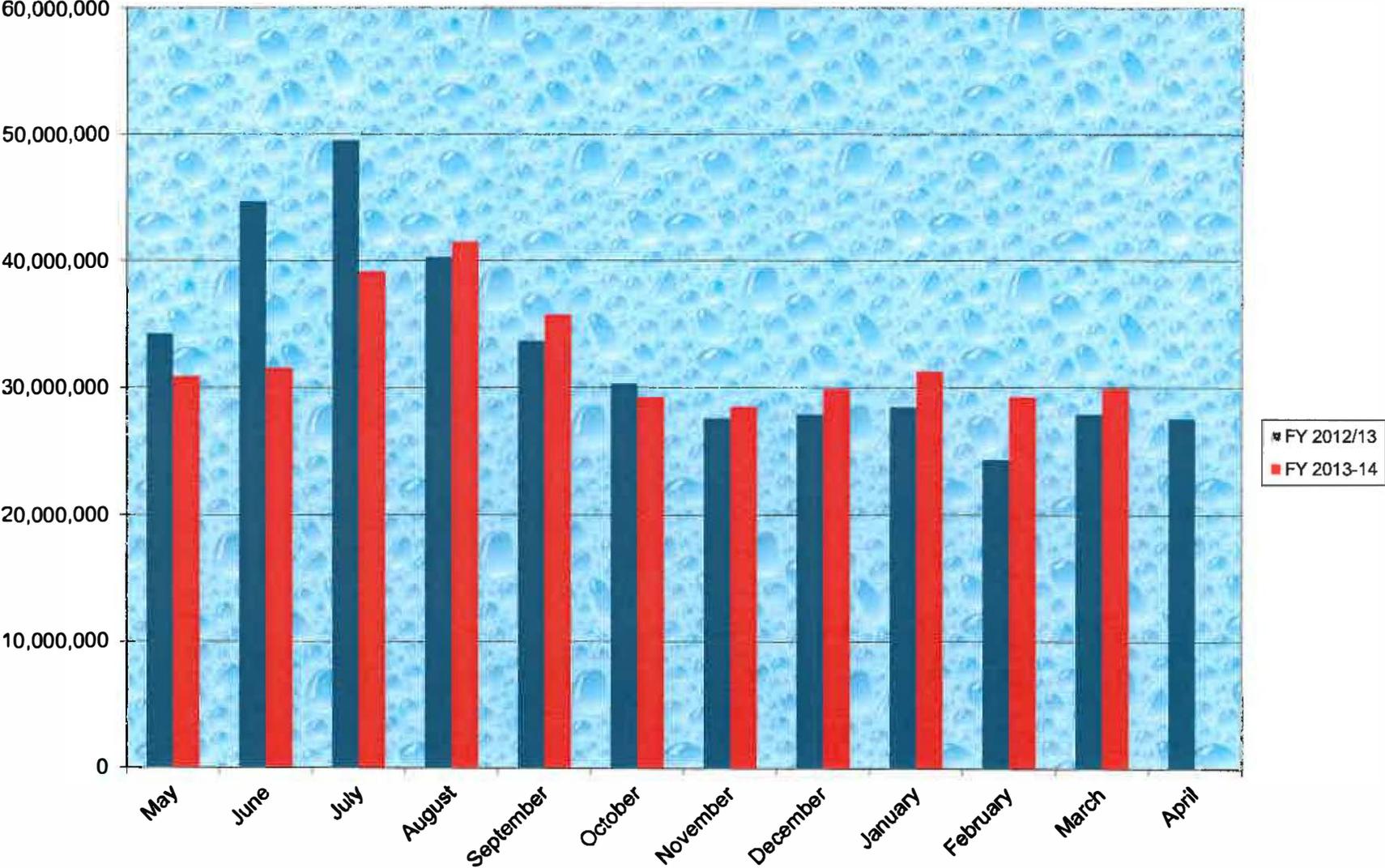
PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	0.00	68,116.32	67,908.00	100.31	-208.32
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	179.01	99,130.39	93,000.00	106.59	-6,130.39
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	179.01	167,246.71	160,908.00	103.94	-6,338.71
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	234,816.04	3,644,970.35	3,447,000.00	105.74	-197,970.35
01-310-202	ILLINOIS INCOME TAX	83,270.28	825,776.47	725,760.00	113.78	-100,016.47
01-310-203	AMUSEMENT TAX	4,935.17	75,575.03	31,000.00	243.79	-44,575.03
01-310-204	REPLACEMENT TAX	332.89	1,527.78	1,188.00	128.60	-339.78
01-310-205	UTILITY TAX	108,577.89	1,129,752.19	1,160,000.00	97.39	30,247.81
01-310-207	TELECOMMUNICATION LEASE	0.00	32,743.11	32,743.00	100.00	-0.11
01-310-208	PLACES OF EATING TAX	41,780.20	469,342.32	450,000.00	104.30	-19,342.32
01-310-209	WATER TAX	14,253.52	141,269.28	144,947.00	97.46	3,677.72
01-310-210	WATER TAX - CLARENDON WATER CO	274.65	1,135.75	750.00	151.43	-385.75
*TOTAL	Other Taxes	488,240.64	6,322,092.28	5,993,388.00	105.48	-328,704.28
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	250.00	60,500.00	51,500.00	117.48	-9,000.00
01-310-303	BUSINESS LICENSES	1,200.00	80,218.84	40,770.00	196.76	-39,448.84
01-310-305	VENDING MACHINE	0.00	2,730.00	2,000.00	136.50	-730.00
01-310-306	SCAVENGER LICENSES	0.00	6,000.00	1,000.00	600.00	-5,000.00
*TOTAL	Licenses	1,450.00	149,448.84	95,270.00	156.87	-54,178.84
<u>Permits</u>						
01-310-401	BUILDING PERMITS	26,032.69	258,000.48	150,000.00	172.00	-108,000.48
01-310-402	SIGN PERMITS	100.00	8,236.38	4,000.00	205.91	-4,236.38
01-310-403	OTHER PERMITS	0.00	344.00	400.00	86.00	56.00
01-310-404	COUNTY BMP FEE	2,986.00	2,986.00	0.00	0.00	-2,986.00
*TOTAL	Permits	29,118.69	269,566.86	154,400.00	174.59	-115,166.86
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	6,255.94	121,829.37	120,000.00	101.52	-1,829.37
01-310-502	TRAFFIC FINES	1,936.65	26,960.97	25,000.00	107.84	-1,960.97
01-310-503	RED LIGHT FINES	51,250.00	784,815.02	540,000.00	145.34	-244,815.02
*TOTAL	Fines	59,442.59	933,605.36	685,000.00	136.29	-248,605.36

### Monthly Pumpage Chart



# Village of Willowbrook Pumpage Report



VILLAGE OF WILLOWBROOK - PUMPAGE REPORT  
TOTAL GALLONS PUMPED  
FY 2002/03 - FY 2013/14

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000	34,220,000	30,860,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000	44,635,000	31,512,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000	49,498,000	39,106,000
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000	40,272,000	41,448,000
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000	33,657,000	35,737,000
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000	30,283,000	29,226,000
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000	27,535,000	28,446,000
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000	27,863,000	29,847,000
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000	28,427,000	31,265,000
February	27,216,000	28,755,000	26,768,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000	24,308,000	29,230,000
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000	27,862,000	29,917,000
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000	27,514,000	
<b>TOTAL</b>	<b>417,366,000</b>	<b>395,115,000</b>	<b>406,581,000</b>	<b>441,564,000</b>	<b>405,464,000</b>	<b>424,902,000</b>	<b>385,043,000</b>	<b>366,648,000</b>	<b>374,378,000</b>	<b>376,913,000</b>	<b>396,074,000</b>	<b>356,594,000</b>

YEAR TO DATE LAST YEAR (gallons):	368,560,000
YEAR TO DATE THIS YEAR (gallons):	<u>356,594,000</u>
DIFFERENCE (gallons):	-11,966,000
PERCENTAGE DIFFERENCE (+/-):	-3.25%
FY13/14 PUMPAGE PROJECTION (gallons):	395,000,000
FY13/14 GALLONS PUMPED TO DATE:	<u>356,594,000</u>
CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION	<b>90.28%</b>

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