

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, OCTOBER 27, 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 - October 13, 2014 (APPROVE)
 - c. Warrants - \$282,473.99 (APPROVE)
 - d. Ordinance - An Ordinance Amending Title 3, Section 3-12-5(B) of the Village Code of the Village of Willowbrook - Liquor Control, Class B License (PASS)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Perform Turf Aeration Within Village Park Properties - Falco's Landscaping, Inc. (ADOPT)
 - f. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Change Order Numbers 9 and 16 - Electrical Revisions and Interior Door Upgrades - Village Hall Renovation Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Orders (ADOPT)
 - g. Motion to Approve - Village Hall Renovation Contract: Payout #3 - Partial Payment, FBG Construction Corporation (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. MOTION - MOTION TO APPROVE MERITORIOUS SERVICE AWARD - OFFICER DARREN BIGGS

8. PROCLAMATION - A PROCLAMATION RECOGNIZING OFFICER DANIEL POLFLIET FOR 20 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK
9. PRESENTATION - INTRODUCTION OF TWO (2) RECENTLY HIRED PATROL OFFICERS: OFFICER DYLAN TRAINOR AND OFFICER JOSE LOPEZ
10. ORDINANCE - AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN SITE AGREEMENT LEASING SPACE IN AND ON THE VILLAGE PUBLIC WORKS FACILITY BUILDING FOR PURPOSES OF INSTALLING AND MAINTAINING A RADIO ANTENNA - FIRE & SECURITY SYSTEMS, INC.
11. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE JOB APPLICATION AND EXAMINATION PROCESS FOR THE PATROL OFFICER HIRING PROCESS AND TO FURTHER AUTHORIZE THE VENDOR, ACTING AS AN AGENT OF THE VILLAGE, TO ASSESS AN APPLICATION FEE FROM CANDIDATES AS PART OF THE APPLICATION PROCESS - I/O SOLUTIONS
12. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE ROAD RACE MANAGEMENT AND CHRONOMIX COMPUTERIZED TIMING AS PART OF A VILLAGE SPONSORED ROAD RACE EVENT - RACE TIME, INC.
13. RESOLUTION - A RESOLUTION REJECTING BIDS - WILLOW POND DREDGING

PRIOR BUSINESS

14. COMMITTEE REPORTS
15. ATTORNEY'S REPORT
16. CLERK'S REPORT
17. ADMINISTRATOR'S REPORT
18. MAYOR'S REPORT
19. EXECUTIVE SESSION
20. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, OCTOBER 13, 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 6:32 p.m. by Mayor Frank Trilla.

2. ROLL CALL

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

ABSENT: Trustee Umberto Davi

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Planning Consultant JoEllen Charlton, Interim Finance Director Carrie Dittman, Management Analyst Garrett Hummel, 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. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF GAYLE NEAL TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE

Mayor Trilla introduced Gayle Neal to the Board. Mayor Trilla stated that Gayle Neal is very diligent, detail oriented, thoughtful, and a team player. She lives in the Lake Hinsdale Village complex and has been an active participant in different committees and charities, such as Wounded Warriors. Ms. Neal has expressed interest to serve the Village as Trustee.

MOTION: Made by Trustee Kelly and seconded by Trustee Berglund to approve the appointment of Gayle Neal as Village Trustee.

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

MOTION DECLARED CARRIED

5. OATH OF OFFICE - VILLAGE TRUSTEE

Village Clerk Hansen administered the oath of office for Village Trustee to Gayle Neal.

6. ROLL CALL

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

ABSENT: Trustee Umberto Davi

Clerk Hansen advised the rest of staff was still in attendance.

7. VISITORS' BUSINESS

None presented.

8. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - September 22, 2014 (APPROVE)
- c. Warrants - \$270,960.20 (APPROVE)
- d. Monthly Financial Report - September 30, 2014 (APPROVE)
- e. Ordinance - An Ordinance Ratifying the Execution of a Rider to that Certain Real Estate Purchase Contract for the Sale of Lot 2 in the Willowbrook Corporate Center - Ordinance No. 14-O-44 (PASS)
- f. Ordinance - An Ordinance Authorizing the Closing of the Sale of Surplus Real Estate to Willowbrook Business Center, LLC - 700 Willowbrook Centre Parkway - Ordinance No. 14-O-45 (PASS)
- g. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Change order Number 2 and 6 - Electrical Revisions and Additional Electric Work - Village Hall Renovation Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Orders - Resolution No. 14-R-48 (ADOPT)
- h. Resolution - A Resolution Creating Set Hours for Halloween Solicitation - Resolution No. 14-R-49 (ADOPT)

- i. Resolution - A Resolution Proclaiming Red Ribbon Week in the Village of Willowbrook - Resolution No. 14-R-50 (ADOPT)
- j. Motion to Approve - 2014 Motor Fuel Tax (MFT) Road Maintenance Program: Payout #1 - Partial Payment, Fiala Paving Company (APPROVE)
- k. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October Within the Village of Willowbrook (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

9. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S APPOINTMENT OF GAYLE NEAL TO FILL THE VACANCY IN THE OFFICE OF MEMBER OF THE PUBLIC SAFETY COMMITTEE

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to approve the appointment of Gayle Neal as a member of the Public Safety Committee.

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

MOTION DECLARED CARRIED

10. MOTION - A MOTION TO APPROVE THE FISCAL YEAR 2013/14 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT MANAGEMENT LETTER

Interim Director Dittman advised that in the Board packet are excerpts of the Annual Audit that was prepared. Highlights included:

- General Fund Revenue exceeded budget by \$874,096 or 11.67%.
- General Fund Expenditures were under budget by \$16,137 or 0.22%.

- The Village's ending fund balance for April 30, 2014 was \$4,615,117, with 218 operating days, which exceeds the Village's targeted amount of days of 120.

Ms. Dittman advised that in the letter addressed to the Village Board from Wolf & Company, LLP, it is stated that there is a net pension asset that is not recorded on the government-wide financial statement. This was a result of the Village overfunding the SLEP pension to achieve the early payoff, which saved the Village approximately \$104,000 in future interest costs. Because the Village overpaid the required contribution, it created a pension asset. After conferring with the auditors, it was determined to not report it in the financial statement.

Ms. Dittman introduced Scott Termine from Wolf & Company, LLP., auditors for the Village of Willowbrook.

Mr. Termine stated that the audit went very smoothly and all documents were well prepared by Village staff. The opinion on the Comprehensive Annual Financial Report is an unqualified opinion which indicates that the audit was satisfactory that all balances were properly presented, and required disclosures were also presented in a clear and consistent manner.

Mr. Termine advised that there is a new government accounting standards statement that will affect the Village's fiscal year ending April 30, 2016. There is a significant change in the reporting of the Village's pension obligations. Mr. Termine stated that essentially this will result in significant changes in footnote disclosures regarding the pension plans, but also the recognition of the associated liabilities that relate to the Police Pension Plan and the IMRF Plan.

Mr. Termine indicated that the current reporting models focus on funding and not the outstanding unfunded pension obligation. Beginning with the Year 2016, the Governmental Accounting Standards Board is requiring that the Village recognize the unfunded liability in the financial statements.

Mayor Trilla questioned if the unfunded liability considered against the Village for its credit rating. Mr. Termine stated that it is.

MOTION: Made by Trustee Oggerino and seconded by Trustee Berglund to approve the Fiscal Year 2013/14 Comprehensive Annual Financial Report, Tax Increment Financing District Fund Report, and Audit Management Letter as presented.

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

MOTION DECLARED CARRIED

11. ORDINANCE - AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF WILLOWBROOK - REMAINING UNINCORPORATED AREAS WITHIN 6407 LANE COURT, 504 RIDGEMOOR DRIVE, AND 512 RIDGEMOOR DRIVE

Planning Consultant Charlton stated that the property located at 6407 Lane Court had been purchased and the new owner wants to tear down the existing home and build new. This lot and three (3) other lots on Ridgemoor Drive have a portion of their property within Willowbrook jurisdiction and a portion of the property in Unincorporated DuPage County. This was a result when property had been annexed back when the Village was first incorporated.

The Village reached out to the residents on Ridgemoor Drive to see if the property owners would be willing to fully incorporate within the Village of Willowbrook at this time. The one remaining property owner was unable to be contacted and additional annexation may occur in the future.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to pass Ordinance No. 14-0-46 as presented.

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

MOTION DECLARED CARRIED

12. ORDINANCE - AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN THE VILLAGE OF WILLOWBROOK

Planning Consultant Charlton advised that this item is a follow-up requirement for the shopping center development that is located in the northwest corner of Route 83 and 75th Street. This property was previously a gas station. It was required to comply with standards for remediating contaminated soils as part of the new development. One of the requirements that was made by the EPA was to secure this ordinance from the Village.

This ordinance will prohibit any new wells from being dug or for the use of any existing wells as a potable water supply. This

ordinance only affects 12 properties that are in close proximity to this location, which include two (2) lots to the west of the shopping center, eight (8) residential properties located on the south side of 75th Street, and the Potbelly Restaurant. All properties are already served by Village water. Any wells that currently exist are either capped or only used for irrigation purposes.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 14-O-47 as presented.

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

MOTION DECLARED CARRIED

13. ORDINANCE - AN ORDINANCE AMENDING CHAPTER 3 ENTITLED "MISDEAMEANORS" OF TITLE 5 ENTITLED "POLICE" OF THE VILLAGE CODE OF ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Attorney Bastian related that the current Village code contains provisions prohibiting the possession and use of cannabis and drug paraphernalia. With the adoption of the Compassionate Medical Marijuana program act, cannabis under certain amounts and certain conditions is authorized.

The modification to the Village code will exclude the possession and/or use of cannabis by persons authorized to possess and use cannabis.

MOTION: Made by Trustee Oggerino and seconded by Trustee Mistele to pass Ordinance No. 14-O-48 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

14. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino had no report.

15. ATTORNEY'S REPORT

Attorney Bastian had no report.

16. CLERK'S REPORT

Clerk Hansen had no report.

17. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

18. MAYOR'S REPORT

Mayor Trilla had no report.

19. EXECUTIVE SESSION

Mayor Trilla stated that there was no need for Executive Session during tonight's meeting.

20. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:02 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

October 27, 2014.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

October 27, 2014

GENERAL CORPORATE FUND	-----	\$139,197.27
WATER FUND	-----	136,345.81
T I F SPECIAL REVENUE FUND	-----	1,523.00
POLICE PENSION FUND	-----	2,300.00
WATER CAPITAL IMPROVEMENTS FUND	-----	3,107.91
TOTAL WARRANTS	-----	\$282,473.99



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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BILLS PAYABLE REPORT FOR OCTOBER, 2014

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)		\$2,179.28
D7088/OCT 14 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088/OCT 14 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AFTERMATH, INC. (41)		\$105.00
JC2014-3819 JAIL SUPPLIES 01-465-343	01-30-650-343	105.00
AIRGAS USA LLLC (2600)		\$53.05
9921955997 EQUIPMENT RENTAL 01-535-290	01-35-750-290	53.05
AL WARREN OIL CO (2205)		\$7,722.13
I0870739 GASOLINE INVENTORY 01-190-126	01-190-126	7,722.13
AMERICAN FIRST AID SERVICE INC (77)		\$14.50
165987 OPERATING EQUIPMENT 01-451-401	01-30-630-401	14.50
ASPEN AUTO BODY INC. (125)		\$4,972.35
22426 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	4,972.35
AT & T MOBILITY (64)		\$72.71
826930710/OCT14 PHONE - TELEPHONES 02-401-201	02-50-401-201	72.71
AMERICAN TRAFFIC SOLUTIONS (2300)		\$23,588.00
16859/SEPT 14 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
16859/SEPT 14 RED LIGHT - MISC FEE	01-30-630-249	1,113.00
AZAVAR AUDIT SOLUTIONS INC (158)		\$441.43
10439/OCT 14 UTILITY TAX 01-310-205	01-310-205	441.43
JITENDER BATRA (2638)		\$2,000.00
ROW BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	2,000.00
BLACK GOLD SEPTIC (208)		\$310.00
4468 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
CALL ONE (289)		\$2,522.74
10109812OCT14 PHONE - TELEPHONES 01-420-201	01-10-455-201	791.37
10109812OCT14 PHONE - TELEPHONES 01-451-201	01-30-630-201	742.15
10109812OCT14 PHONE - TELEPHONES 02-401-201	02-50-401-201	989.22
CHRISTOPHER B. BURKE (333)		\$11,157.12
118907 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	6,076.40
118912 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	364.50
118913 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	1,135.28
118914 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	387.50
118915 FEES - ENGINEERING 01-505-245	01-35-720-245	933.77
118916 REIMB.	01-15-520-254	364.50
118917 REIMB.	01-15-520-254	499.52
118918 REIMB.	01-15-520-254	220.00
118919 FEES - ENGINEERING 01-505-245	01-35-720-245	331.65
118920 REIMB.	01-40-820-259	199.50
118921 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	165.00
118924 REIMB. - DCEO GRANT	01-35-720-245	479.50
COMMONWEALTH EDISON (370)		\$1,696.40
0423085170OCT14 RED LIGHT - COM ED	01-30-630-248	76.02
0791026027OCT14 RED LIGHT - COM ED	01-30-630-248	54.19
4215105154OCT14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	476.07
4403140110OCT14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	80.00
465111049OCT14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	554.03
6863089003OCT14 RED LIGHT - COM ED	01-30-630-248	40.30
7432089030OCT14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	415.79

VILLAGE OF WILLOWBROOK

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BILLS PAYABLE REPORT FOR OCTOBER, 2014

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTINE DANAN (2644)		\$826.00
SLEA ACADEMY GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	826.00
DATAMATION IMAGING SERVICES (2568)		\$6,100.62
JUN-11191 E D P EQUIPMENT 01-445-641	01-10-485-641	6,100.62
BRIAN DECKER (2647)		\$97.63
WINTER JACKET UNIFORMS 01-501-345	01-35-710-345	97.63
DELUXE BUSINESS FORMS & SUPPLIES (459)		\$160.92
2032266557 PRINTING & PUBLISHING 01-25-610-302	01-25-610-302	160.92
DOMINIC DELEONQRDIS (586)		\$44.00
REF #215AF FALL RECREATION FEES 01-310-818	01-310-818	44.00
CHRISTOPHER M. DRAKE (489)		\$152.00
UNFRMS 14 UNIFORMS 01-451-345	01-30-630-345	152.00
DUPAGE WATER COMMISSION (521)		\$129,356.58
10641/SEP 14 PURCHASE OF WATER 02-420-575	02-50-420-575	129,356.58
EDWARD PANCUCCI (1862)		\$75.00
WL75043 TRAFFIC FINES 01-310-502	01-310-502	75.00
FIRESTONE TIRE & SERVICE (603)		\$1,383.88
217286 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	1,383.88
FIRST AID CORPORATION (2606)		\$696.20
63021 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	696.20
FOREST AWARDS & ENGRAVING (623)		\$16.25
78932 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	16.25
GADDIS DAVID (652)		\$26.02
UNFRMS 14 UNIFORMS 01-451-345	01-30-630-345	26.02
GENE'S TIRE SERVICE (673)		\$729.64
110227 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	729.64
ROY GIUNTOLI (690)		\$100.00
2014 ICC FEE FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	100.00
GOVT FINANCE OFCRS ASSN (705)		\$435.00
2014 AUDIT CERT FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	435.00
GURPAL KAUR HUNDAL (259)		\$3,746.50
ASHTON PLACE LIQUOR LICENSES 01-310-302	01-310-302	2,750.00
ASHTON PLACE BUSINESS LICENSES 01-310-303	01-310-303	996.50
JACOB LEE HENDRIX (2567)		\$97.63
WINTER JACKET UNIFORMS 01-501-345	01-35-710-345	97.63
THE HUNDRED CLUB OF DUPAGE CNTY (824)		\$240.00
10/30/14 - 4 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	240.00
I.R.M.A. (966)		\$624.01
SEPT 2014 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	624.01
ILL. FIRE & POLICE COMM. ASSN. (879)		\$375.00
2014 DUES FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	375.00
ILLINOIS GIRLS LACROSSE ASSN (2219)		\$136.00
683 FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	136.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)		\$472.16
9000826112 COPY SERVICE 01-451-315	01-30-630-315	143.96
9000830405 COPY SERVICE 01-420-315	01-10-455-315	328.20

VILLAGE OF WILLOWBROOK

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BILLS PAYABLE REPORT FOR OCTOBER, 2014

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JEROME LANDRY (2645)		\$200.00
CLVRT TENNESSEE PEST CONTROL 01-770-258	01-35-760-258	200.00
LOCAL GOV NEWS.ORG (1162)		\$720.00
14/15 RENEWAL FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	720.00
MIDCO (1268)		\$2,998.20
287028 VH PHONE - TELEPHONES 01-420-201	01-10-455-201	1,499.10
287028 VH PHONE - TELEPHONES 01-451-201	01-30-630-201	1,499.10
MOTOROLA SOLUTIONS INC (1312)		\$68.00
152458282014 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
OCCUPATIONAL HEALTH CENTERS (2413)		\$606.50
1008477312 WELLNESS 01-440-276	01-10-480-276	606.50
ORIENTAL TRADING (2418)		\$184.30
66742909-01 COMMODITIES 01-482-331	01-30-670-331	184.30
ORKIN EXTERMINATING (1439)		\$84.70
D2604360 OCT 14 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	84.70
P.F. PETTIBONE & CO. (1491)		\$1,321.88
31690 PRINTING & PUBLISHING 01-451-302	01-30-630-302	1,309.88
31708 PRINTING & PUBLISHING 01-451-302	01-30-630-302	12.00
PACIFIC TELEMANAGEMENT SERVICES (2197)		\$78.00
691694 NOV14 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PCS INTERNATIONAL (2201)		\$136.30
133742 E.D.P. SOFTWARE 01-20-555-212	01-20-555-212	136.30
PDC LABORATORIES INC (1477)		\$45.00
781385S SAMPLING ANALYSIS 02-420-362	02-50-420-362	45.00
PETTY CASH C/O TIM HALIK (1492)		\$151.73
10/22/14 PRINTING & PUBLISH 01-05-410-302	01-05-410-302	3.99
10/22/14 PHONE - TELEPHONES 01-420-201	01-10-455-201	20.28
10/22/14 CHILDRENS SPECIAL EVENTS - OTHER 01-625-150	01-20-585-150	39.98
10/22/14 PHONE - TELEPHONES 01-451-201	01-30-630-201	22.49
10/22/14 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	15.00
10/22/14 OPERATING EQUIPMENT 01-451-401	01-30-630-401	29.99
10/22/14 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	20.00
PROTANIC INC. (1545)		\$480.00
36908 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412	01-35-725-412	480.00
PUBLIC SAFETY DIRECT INC (2309)		\$8,642.67
26440 NEW VEHICLES 01-485-625	01-30-680-625	8,642.67
RAGS ELECTRIC, INC (1585)		\$6,615.06
15088 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	5,181.24
15091 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	577.25
15092 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	610.07
15094 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	246.50
RATHS, RATHS & JOHNSON, INC. (1591)		\$1,425.00
10073-409 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	1,140.00
11052-409 REIMB.	01-40-820-254	285.00
RAY O'HERRON CO., INC. (1594)		\$1,161.90
1456888 UNIFORMS 01-451-345	01-30-630-345	49.99
1456889 UNIFORMS 01-451-345	01-30-630-345	338.99
1457045 UNIFORMS 01-451-345	01-30-630-345	12.00

VILLAGE OF WILLOWBROOK

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BILLS PAYABLE REPORT FOR OCTOBER, 2014

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
1457996 OPERATING EQUIPMENT 01-451-401	01-30-630-401	162.92
1458584 UNIFORMS 01-451-345	01-30-630-345	299.00
1458590 UNIFORMS 01-451-345	01-30-630-345	299.00
ROSE ALCANTARA (1466)		\$200.00
DEPOSIT 9/9/14 PARK PERMIT FEES 01-310-814	01-310-814	200.00
RUTLEDGE PRINTING CO. (1648)		\$149.55
122881 PRINTING & PUBLISHING 01-451-302	01-30-630-302	149.55
SCHWAAB, INC. (1672)		\$67.45
E07753 OPERATING EQUIPMENT 01-451-401	01-30-630-401	67.45
SECRETARY OF STATE (1692)		\$303.00
61/63/DEA CAR MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	303.00
SIGNS NOW (1717)		\$25.70
SN195-47359 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	25.70
SIKICH LLP (1722)		\$10,069.00
198164/SEPT 14 FINANCIAL SERVICES 01-25-620-252	01-25-620-252	9,746.00
198164/SEPT 14 ACCOUNTING FEES	05-59-401-246	323.00
SOUTHWEST CENTRAL DISPATCH (1751)		\$20,722.36
NOVEMBER 2014 RADIO DISPATCHING 01-483-235	01-30-675-235	20,722.36
LAW OFFICES STORINO RAMELLO & DURKIN (2545)		\$5,570.05
SEPT 2014 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	5,570.05
STRAND ASSOCIATES (2573)		\$3,107.91
3805.002 WATER TANNK REPAIRS	09-65-440-604	3,107.91
SUNSET SEWER & WATER (2276)		\$3,966.60
2014-273 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	518.00
2014-277 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,542.09
2014-280 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	906.51
THOMPSON ELEV. INSPECT. SERVICE (1873)		\$100.00
14-3589 REIMB.	01-40-830-117	100.00
TRAFFIC CONTROL & PROTECTIONS (2337)		\$614.00
81399 ROAD SIGNS 01-540-333	01-35-755-333	614.00
UNIFIRST (1926)		\$186.45
0610862785 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
VERIZON WIRELESS (1972)		\$834.83
9733006896OCT14 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	61.40
9733006896OCT14 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.34
9733006896OCT14 PHONE - TELEPHONES 01-451-201	01-30-630-201	378.45
9733006896OCT14 TELEPHONES 01-501-201	01-35-710-201	136.67
9733006896OCT14 TELEPHONES 01-551-201	01-40-810-201	98.30
9733006896OCT14 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.67
VIDEO AND SOUND SERVICE INC (2230)		\$232.34
C23028 OPERATING EQUIPMENT 01-451-401	01-30-630-401	232.34
WAREHOUSE DIRECT (2002)		\$35.95
2469730-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	17.80
2471089-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	18.15
WESTFIELD FORD (2028)		\$618.81
380503 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	618.81

VILLAGE OF WILLOWBROOK

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BILLS PAYABLE REPORT FOR OCTOBER, 2014

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WIDE OPEN WEST ILLINOIS LLC (2646)		\$3,000.00
ROW BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	3,000.00
WOLF & COMPANY LLP (2340)		\$3,800.00
120207 FINAL AUDIT SERVICES 01-25-620-251	01-25-620-251	300.00
120207 FINAL AUDIT FEES 05-401-245	05-59-401-245	1,200.00
120207 FINAL AUDIT 07-401-251	07-62-401-251	2,300.00
ZIEBELL WATER SERVICE PRODUCTS (2118)		\$1,225.00
226733 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	1,225.00

VILLAGE OF WILLOWBROOK

RUN DATE: 10/22/14

BILLS PAYABLE REPORT FOR OCTOBER, 2014

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	139,197.27	*
02-110-105	WATER FUND-CHECKING 0010330283	136,345.81	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	1,523.00	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	2,300.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	3,107.91	*
TOTAL ALL FUNDS		282,473.99	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5 (B)
OF THE VILLAGE CODE – LIQUOR CONTROL, CLASS B LICENSE

AGENDA NO.

5d

AGENDA DATE: 10/27/14

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

NO

N/A

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

The Village Code of Ordinances provides for the number of liquor licenses that are currently issued to qualified business establishments within the community. It is the policy of the Deputy Liquor Control Commissioner and the Village Board not to maintain any unassigned liquor licenses. The Village's Deputy Liquor Control Commissioner is the authority that may grant local licenses to persons or entities for premises within the Village. The Village Board has the authority to amend the Village Code, upon the recommendation of the Deputy Liquor Control Commissioner, to reflect an increase or decrease in the number of liquor licenses that exist within each class of license.

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

Historically, the Deputy Liquor Control Commissioner issues liquor licenses and recommends to the Village Board the amendment to the Village Code with regard to the number of liquor licenses within each class of license after an application is received, reviewed, and the required background report is favorable returned. At this time, the Village Board is requested to approve the attached Ordinance, which would amend the Village Code to reflect an additional liquor license in the Class B license category to be issued to the new Oishi Sushi restaurant to be located at 6300 Kingery Highway, Unit #106 within the Hinsdale Lake Commons Shopping Center. The tenant completion construction permit for Oishi Sushi is currently under review. Once the permit is issued, and construction is completed, the actual issuance of the liquor license would occur just before the actual opening date, to ensure the business receives all required occupancy permits from all governmental agencies (e.g., the Village, Tri-State Fire Protection District, DuPage County Health Department).

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to increase the number of Class B liquor licenses from thirteen (13) to fourteen (14).

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 14-O-_____

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(B) OF
THE VILLAGE CODE – LIQUOR CONTROL, CLASS B LICENSE

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

SECTION ONE: That Title 3, Section 3-12-5(B) of the Village Code of the Village of Willowbrook, entitled "Class B License", is hereby amended by deleting the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

...“There shall be no more than fourteen (14) class B licenses issued at any one time.”

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

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

PASSED and APPROVED this 27th day of October, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PERFORM TURF AERATION WITHIN VILLAGE PARK PROPERTIES – FALCO’S LANDSCAPING, INC.	AGENDA NO. 5c AGENDA DATE: 10/27/14
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STAFF REVIEW: Kristin Violante, Supt. of Parks & Rec.	SIGNATURE: <u>Kristin Violante</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>T. Halik</u>
REVIEWED & APPROVED BY COMMISSION: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

Turf aeration involves perforating the soil with small holes (i.e., removal of a small core) to allow air, water and nutrients to penetrate the grass roots. This helps the roots grow deeply and produce a stronger, more vigorous lawn. The main reason for aerating is to alleviate soil compaction. Compacted soils have too many solid particles in a certain volume or space, which prevents proper circulation of air, water and nutrients within the soil. Excess lawn thatch or heavy organic debris buried under the grass surface can also starve the roots from these essential elements. Turf aeration is typically performed in the fall season.

The FY 2014/15 Budget includes funding to perform turf aeration in Village park properties – approximately forty (40) acres of land. Staff has solicited proposals from five (5) landscape maintenance contractors to perform this work:

VENDOR	COST
Falco’s Landscaping, Inc.	\$2,940.00
Bright Landscaping	\$6,980.00
TruGreen Lawncare	\$6,999.00
Beary Landscaping	\$16,830.00
Scott’s Landscaping	\$21,294.20

Turf aeration for such a large land area typically involves the use of a tractor mounted implement as opposed to a walk-behind type unit. Given the disparity in prices received, staff contacted the low vendor to confirm that the proposal offered included the use of a large piece of equipment which can provide the turf penetration necessary. Falco’s responded that they use a 36” tractor mounted implement to perform the aeration work. Although this is comparatively a relatively small aeration implement, it will remove a core of adequate depth.

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

The F.Y. 2014/15 Budget includes the following funding to perform turf aeration in the parks:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
Parks & Recreation	01-20-565-342	Landscape Maint. Services	\$7,500

ACTION PROPOSED:

Adopt resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PERFORM TURF AERATION WITHIN VILLAGE PARK PROPERTIES – FALCO’S LANDSCAPING, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal, attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein, from Falco’s Landscaping to perform turf aeration within Village park properties in an amount set forth in the proposal.

ADOPTED and APPROVED this 27th day of October, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____
 NAYS: _____
 ABSTENTIONS: _____
 ABSENT: _____

FALCO'S LANDSCAPING INC.

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

October 09, 2014

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



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

RE: AERATE PARKS:

*** Aerate all 10 Parks in town:

_ Borse Memorial Community Park	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 Park	3.0
_ Prairie Trail Park	5.0
_ Roger's Glen Park	<u>1.5</u>
	39.2 Acres

TOTAL COST \$ 2,940.00

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

Sincerely;
Falco Rosas
FALCO'S LANDSCAPING INC
President

PROPOSAL ACCEPTANCE
as an Agent for:
THE VILLAGE OF WILLOWBROOK

By _____ Date _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBERS 9 AND 16 – ELECTRICAL REVISIONS AND INTERIOR DOOR UPGRADES – VILLAGE HALL RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

AGENDA NO. **5f**
AGENDA DATE: 10/27/14

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 NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, etc.)
At its regular meeting on July 14, 2014, the Village Board awarded a construction contract to FBG Corporation to complete the renovation of the new Village Hall offices located at 835 Midway Drive. Work commenced on July 23, 2014 and, since that time, various work has occurred including demolition, CMU and brick placement, light gauge steel framing, excavation for underground plumbing, ordering of the elevator, and rough-in of various utilities.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)
The following change orders represent a total increase in the contract in the amount of \$8,481.11. The following is a summary of the nature of the required change order:

C.O. #	TYPE	AMOUNT (+ OR -)	EXPLANATION
9	Addition	\$3,530.36	When the concrete slab in the new lobby area was saw cut and removed to accommodate the elevator and new stairway, a supplemental grounding conductor run from the electric service equipment to the incoming water service was cut (the conduit encased conductor was embedded in the concrete). Further investigation revealed that the conduit was deteriorated. Since, per electrical code, this conductor cannot be spliced, the cost includes re-routing the grounding conductor overhead.
16	Addition	\$4,950.75	In order to match the existing wood interior doors to the newly installed doors, a 3M door film was specified in the plan. However, use of the film would void the new door warranty. The millwork contractor provided an alternate price to provide all new red oak wood doors instead of using the door film for a \$58 discount. Unfortunately, there is no red oak wood stain available to match the other wood throughout the building. Therefore, an upgrade to walnut doors was determined to be necessary to obtain a stain match. There are approximately forty (40) interior doors in the renovated building.

Staff recommends that the resolution authorizing the above change orders as presented be adopted. Since the completion of this work was necessary to allow the project to move forward without delay, the mayor and Chairman of the Municipal Services Committee was consulted and it was agreed that the change orders be accepted and ratified by the Village Board after-the-fact. Therefore, change order #9 was accepted on October 10, 2014, and change order #16 was accepted on October 24, 2014 by Administrator Halik.

ACTION PROPOSED:
Adopt resolution, which will serve to accept the change orders and ratify and confirm the Administrator's prior acceptance of the change orders.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBERS 9 AND 16 – ELECTRICAL REVISIONS AND INTERIOR DOOR UPGRADES – VILLAGE HALL RENOVATION PROJECT, AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDERS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 9, attached hereto as Exhibit "A" and made a part hereof, in the amount of \$3,530.36 for electrical revisions, and project change order number 16, also attached hereto as Exhibit "B" and made a part hereof, in the amount of \$4,950.75 for interior door upgrades, both change orders being part of the Village Hall renovation project. In addition, it is hereby authorized that the Village Administrator's prior execution of said change orders be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 27th day of October, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



ARCHITECT'S CHANGE ORDER

Project: Village of Willowbrook
Village Hall Remodel

Change Order No.: 09

Change Order Date: 26 September 2014

To: FBG Corporation
1015 S. Route 83
Elmhurst, IL 60126
Attn: Abe Assaf

Project No.: 2014-002
Contract For: General Construction
Contract Date: July 14, 2014

You are directed to make the following changes in this Contract:

Reinstall main service ground per attached Change Order Proposal #5 R2, prepared by FBG Corporation, dated 23 September 2014.

The original Contract Sum was	\$	1,431,580.00
Net Change by previous Change Orders	\$	73,878.75
The Contract Sum prior to this Change Order	\$	1,505,458.75
The Contract Sum will be increased by this Change Order.....	\$	3,530.36
The new Contract Sum including this Change Order will be	\$	1,508,989.11
The Contract Time will have no change		No change
The Date of Completion as of the date of this Change Order therefore is		14 November 2014

Williams Architects
500 Park Boulevard, Suite 160
Itasca, IL 60143

FBG Corporation.
1015 South Route 83
Elmhurst, IL 60126

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

By [Signature]

By [Signature]

By [Signature]

Date 10/1/2014

Date 10-10-2014

Date 10.10.14

CAMEO ELECTRIC, INC

10526 W. Cermak Rd., Suite 113
Westchester, Illinois 60154
Phone 708-836-1870 Fax 708-836-1873

To: FBG Corporation
Attn: Abe
Date: 8/19/14

Re: Village of Willowbrook
Main Service Ground

REVISED

We are pleased to submit our Change Order Request with the following clarifications:

Reinstall Main Service Ground that was cut during demo of elevator pit.

1. Furnish and install approx 125 L.F of 1" of EMT conduit overhead
2. Furnish and install unistruts and supports as needed.
3. Install (1) 4/0 copper ground to street side of water main.
4. Rework existing grounding detail at water main as needed.
5. Grounding wire to be routed thru 1st section of main switchgear and terminate at ground detail.
6. Power may need to shut down to work in a safe like manner. This will be coordinated in the field.

Total-----\$2,995.00

CAMEO ELECTRIC, INC.

PRICING SHEET

JOB: VILLAGE OF WILLOW BROOK
 WORK: MAIN SERVICE GROUND (REVISED)

ESTIMATE NO. _____
 SHEET NO. _____
 OF _____ SHEETS

ESTIMATED BY _____ PRICED BY _____ EXTENDED BY _____ CHECKED BY _____ DATE _____

✓	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	1" EMT.	125	.77		96	520		650
2	SUPPORTS & ANCHORS							99
3	4/0 THHN	160'	3.92		627	318		509
4	GRND DETAIL		27E		27	198		198
5	1" L.L. FITTING	1	17E		17	75E		75
6	1 3/8 STRUT	10'	14.15		42	75E		225
7	LIFT							575
8								
9	TERMINATED @ FIRST							
10	POINT OF DETAIL GRND	1 MAN			6 HRS @ 99 HR.			594
11								
12								
13					\$ 909			
14	10% OHAP				81			
15					\$ 890			\$ 2,925
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								

TOTAL

\$ 3815

\$ 2,995



RECEIVED
OCT 20 2014
VILLAGE OF
WILLOWBROOK

ARCHITECT'S CHANGE ORDER

Project: Village of Willowbrook
Village Hall Remodel

Change Order No.: 16

To: FBG Corporation
1015 S. Route 83
Elmhurst, IL 60126
Attn: Abe Assaf

Change Order Date: 15 October 2014
Project No.: 2014-002
Contract For: General Construction
Contract Date: July 14, 2014

You are directed to make the following changes in this Contract:

Change wood doors from prefinished red oak veneer to prefinished walnut veneer, per attached Change Order Proposal #19A prepared by FBG Corporation, dated 24 September 2014.

The original Contract Sum was	\$	1,431,580.00
Net Change by previous Change Orders	\$	81,853.59
The Contract Sum prior to this Change Order	\$	1,513,433.59
The Contract Sum will be increased by this Change Order.....	\$	4,950.75
The new Contract Sum including this Change Order will be	\$	1,518,384.34
The Contract Time will have no change		No change
The Date of Completion as of the date of this Change Order therefore is		14 November 2014

Williams Architects

FBG Corporation.

Village of Willowbrook

500 Park Boulevard, Suite 160
Itasca, IL 60143

1015 South Route 83
Elmhurst, IL 60126

7760 Quincy Street
Willowbrook, IL 60527

By

By _____

By _____

Date 10/15/2014

Date _____

Date _____

CHANGE ORDER # 19 A

FBG Corporation
 1015 South Route 83
 Elmhurst, IL 60126
 Voice (630) 941-4700
 FAX (630) 941-7799

Williams Architects
 500 Park Blvd
 Suite 800
 Itasca, IL 60143

To: Scott Morlock

Project Name		Willowbrook Village Hall Renovation		
Change order #		19 A		
Sub contractor Name		R. D. Masonry		
Architects project NO		2014-002		
Date	9/24/2014			
Item #	SPEC.#	Description	%	Amount
1	81416	Walnut Wood Doors		\$4,200
		Total 1		\$4,200.00
		Bond Cost	2.50%	\$105.00
		Total 2		\$4,305.00
		Mark up	15.00%	\$645.75
		Sub Total		\$4,950.75

Action			
Approved	<i>Abe Assaf</i>	<i>9/24/2014</i>	
Approved as Noted			
Revise and Resubmit			
Rejected			

19
-A-

J & L METAL DOORS, INC.

8305 West 183rd Place Tinley Park, Illinois 60487

Phone 708-532-8600

www.jldoors.com

Fax 708-532-8644

From the Desk of Tom Walworth

twalworth@jldoors.com

REVISED QUOTE

Date 09/25/14

To: F.B.G. Corporation

Attn: Abe Assf

630-941-4700 PH

630-941-7799 FX

Job; Willowbrook Village Hall

Following are the Changes made per Email Dated 09/22/14.

Cost to change 37ea. Wood Doors from Prefinished Plain Sliced Red Oak to Plain Sliced WALNUT with Standard Prefinished Color ADD=\$4,200.00 ←

Cost to change 37ea. Wood Doors from Prefinished Plain Sliced Red Oak to Plain Sliced Select WHITE MAPLE with Standard Prefinished Color ADD=\$2,000.00 ←

These changes must be approved in writing before any DOORS OR HARDWARE is ordered.

Approved by: _____ Date: _____

Thank you,
Tom Walworth, Sales/Engineer

The above prices are quoted subject to acceptance within 30 days and credit approval by an officer of our company. State and local taxes are not included unless specifically noted. Material will be billed proportionately as shipped. Full amount of invoice due when rendered. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

Hollow Metal Doors, Architectural Wood Doors, Contract Hardware, Commercial Washroom Accessories

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE – VILLAGE HALL RENOVATION CONTRACT: PAYOUT #3 – PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION	AGENDA NO. 5g AGENDA DATE: <u>10/27/14</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastain, Village Attorney	SIGNATURE: <u>THOMAS BASTAIN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

At its regular meeting on July 14, 2014, the Village Board awarded a construction contract to FBG Corporation to complete the renovation of the new Village Hall offices located at 835 Midway Drive. Work commenced on July 23, 2014 and, since that time, various work has occurred including demolition, excavation, concrete placement, foundation waterproofing, masonry, light gauge steel framing, mechanical, electrical, and plumbing installations, drywall installation, and ordering of the elevator.

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

Given this portion of work is now completed and paid by the contractor, a request for partial payment was received. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and has provided their approval of a partial payout in the amount of \$369,580.64. We have received a partial waiver of lien from the contractor, and lien waivers from all sub-contractors will be submitted prior to the check being released, along with copies of certified payroll accounting. A complete copy of the Application and Certification for Payment for Payment #3 – Partial Payment Request is attached.

Staff would recommend that the Mayor and Board of Trustees authorize Payout #3 – Partial Payment to FBG Corporation in the amount of \$369,580.64. The authorized payment amount would be expended from the following fund:

FUND	ACCOUNT	DESCRIPTION	UNEXPENDED
LAND & FACILITY	14-75-930-410	Village Hall Remodel	\$884,607.00

ACTION PROPOSED:

Approve motion.



22 October 2014

Mr. Tim Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Re: Village of Willowbrook
Village Hall Remodel
Project No. 2014-002
Payout Request No. 1

Dear Tim:

I am forwarding you two (2) executed copies of the Application and Certificate for Payment and the Sworn Statement for processing. Based on observations at the site, and to the best of our knowledge, information and belief, the work is complete and the quality of the work is in accordance with the contract documents based on monies requested.

It should be noted that Williams Architects has no contractual responsibility for waiver review and no such review has been provided by this office.

Cordially,



Scott Morlock, AIA, LEED AP
Architect

xc: Abe Assaf / F.B.G. Corporation (Cover letter only)

G:\2014\2014-002 Village of Willowbrook Village Hall Offices\B. General Basic Services_Task 20-50\B.07. Correspondence\Owner\2014 10 22 Ltr - Payout No 03.doc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER Village of Willowbrook
 7760 Quincy Street
 Willowbrook, IL 60527

PROJECT: Village of Willowbrook
 Village Hall Renovations
 835 Midway Drive
 Willowbrook, IL 60527

FROM CONTRACTOR:
 FBG Corporation
 1015 S. Rt. 83
 Elmhurst, IL 60126

VIA ARCHITECT:
 Williams Architects
 500 Park Blvd, Suite 800
 Itasca, IL 60143

CONTRACT FOR: General Contracting

APPLICATION NO: Three (3)

PERIOD TO: 10/20/14.

PROJECT NOS: 2014-002

CONTRACT DATE July 14, 2014.

Distribution to:

OWNER
ARCHITECT
CONTRACTOR



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM
 \$ 1,431,580.00
- Net change by Change Orders
 \$ 80,885.25
- CONTRACT SUM TO DATE (Line 1 + 2)
 \$ 1,512,465.25
- TOTAL COMPLETED & STORED TO DATE (Column G on G703)
 \$ 607,667.38
- RETAINAGE:
 a. 10 % of Completed Work \$ 60,766.74
 b. % of Stored Material \$
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 60,766.74
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
 \$ 546,900.64
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 \$ 177,320.00
- CURRENT PAYMENT DUE
 \$ 369,580.64
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)
 \$ 965,564.61

CONTRACTOR: FBG CORPORATION

By:

Date: 10/22/2014
 OFFICIAL SEAL
 Cheryl D. Tucker
 County of: DuPage
 Subscribed and sworn to before me this 20 day of October
 Notary Public: Cheryl D. Tucker
 My Commission expires: 04/09/17
 MY COMMISSION EXPIRES: 04/09/17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 369,580.64

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Williams Architects

By:

Date: 10/22/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

VILLAGE OF WILLOWBROOK - HALL RENOVATIONS

APPLICATION NO: Three (3)

APPLICATION DATE: 10/20/14.

PERIOD TO: 10/20/14.

ARCHITECT'S PROJECT NO: 2014-002

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Excavation/Concrete - RW Clark	\$72,099.00	\$18,500.00		\$37,016.23		\$55,516.23	\$16,582.77	\$5,551.62
2	Landscaping - American Bluegrass	\$4,500.00					\$4,500.00	\$4,500.00	\$0.00
3	Demolition - Robinette	\$71,100.00	\$54,800.00		\$9,190.00		\$63,990.00	\$7,110.00	\$6,399.00
4	Unit Masonry - R D Masonry	\$77,200.00	\$11,250.00		\$46,650.00		\$57,900.00	\$19,300.00	\$5,790.00
5	Steel - Waukegan Steel	\$54,000.00			\$38,145.60		\$38,145.60	\$15,854.40	\$3,814.56
6	Millwork - Michael Hutchings	\$55,500.00					\$55,500.00	\$55,500.00	\$0.00
7	Roofing/Composite Wall - Metal Master	\$117,000.00					\$117,000.00	\$117,000.00	\$0.00
7A	Waterproofing - ABD Waterproofing	\$2,300.00			\$2,300.00		\$2,300.00	\$2,300.00	\$230.00
8	Doors/Hardware - J&L Metal doors	\$30,950.00			\$6,190.00		\$6,190.00	\$24,760.00	\$619.00
9	Storefronts - Cardinal Glass	\$48,500.00					\$48,500.00	\$48,500.00	\$0.00
10	Gypsum Board - Vision Interiors	\$79,000.00	\$10,000.00		\$49,250.18		\$59,250.18	\$19,749.82	\$5,925.02
11	Flooring - Pinnacle Flooring	\$67,015.00					\$67,015.00	\$67,015.00	\$0.00
12	Painting - DVM	\$18,000.00					\$18,000.00	\$18,000.00	\$0.00
12A	Stain Bricks - Nawkaw	\$16,238.00					\$16,238.00	\$16,238.00	\$0.00
13	Toilet/Bath Access - Carney	\$2,500.00					\$2,500.00	\$2,500.00	\$0.00
14	Acoustical Ceiling - Just Rite Acoustic	\$39,000.00					\$39,000.00	\$39,000.00	\$0.00
15	Column Coverings - Custom Architect	\$6,400.00					\$6,400.00	\$6,400.00	\$0.00
16	Letter Signage - CorPro Screentech	\$10,000.00					\$10,000.00	\$10,000.00	\$0.00
17	Blinds - Allstar Drapery	\$4,000.00					\$4,000.00	\$4,000.00	\$0.00
18	Hydraulic Elevator - Thyssenkurupp	\$75,500.00	\$18,875.00		\$26,580.17		\$18,875.00	\$56,625.00	\$1,887.50
19	Plumbing - Peter Perella & Co.	\$48,564.00	\$2,850.00		\$76,635.36		\$29,430.17	\$19,133.83	\$2,943.02
20	Mechanical - Quality Mechanical	\$100,306.00	\$5,616.00		\$40,558.76		\$82,251.36	\$18,054.64	\$8,225.14
21	Electrical - Cameo Electric	\$241,817.00	\$27,150.00		\$13,491.71		\$67,708.76	\$174,108.24	\$6,770.88
22A	Change Orders 3, 7, 12 - FBG	\$13,491.71	\$20,000.00		\$64,637.37		\$13,491.71	\$13,491.71	\$1,349.17
22	Bond/Insurance - FBG	\$20,000.00	\$20,000.00				\$20,000.00	\$20,000.00	\$2,000.00
23	General Conditions/OH&P	\$237,484.54	\$27,981.00				\$92,618.37	\$144,866.17	\$9,261.84
	GRAND TOTALS	\$1,512,465.25	\$197,022.00		\$410,645.38	\$0.00	\$607,667.38	\$904,797.87	\$60,766.74

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Waiver of Lien to Date

State of Illinois } SS
 County of DuPage } SS

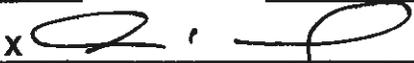
Gty # _____
 Loan # _____
 Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook
 to furnish General Contracting
 for the premises known as Village Hall Renovations, 835 Midway Drive, Willowbrook, IL 60527
 of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of Three Hundred Sixty Nine Thousand Five Hundred Eighty and 64/100***
\$369,580.64 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
 release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said
 above-described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or
 other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished
 to this date by the undersigned for the above-described premises.

Given under my hand signed and seal this
20th day of October 2014

Signature and Seal: X 

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and
 title of signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and desig-
 nate himself as partner.

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
 County of DuPage } SS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn deposes and says that he is David Mac Marshall
Vice President of the FBG Corporation
 who is the contractor for the General Contracting work on
 building located at Village Hall Renovations, 835 Midway Drive, Willowbrook, IL 60527
 owned by Village of Willowbrook

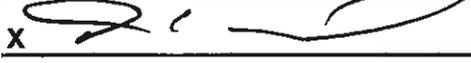
That the total amount of the contract including extra's is \$1,512,465.25 on which he has received payment of
\$177,320.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnish-
 ed material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
 material required to complete said work according to plans and specification:

Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporation	General Contracting	\$1,512,465.25	\$177,320.00	\$369,580.64	\$965,564.61
TOTAL LABOR AND MATERIAL TO COMPLETE		\$1,512,465.25	\$177,320.00	\$369,580.64	\$965,564.61

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 20th day of October 2014

Signature: X 

Subscribed and sworn before me this 20th day of October 2014

Signature: 





Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

October 1, 2014

Mayor

Frank A. Trilla

Five Pak Executive Drive Llc
14 Cliffwood
Suite #200
Matawan Nj 07747

Village Clerk

Leroy R. Hansen

Re: Account No. 410170.000
Delinquent Water Bill

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$781.51. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Gonzales, Eric
215 Rodgers Ct
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 250620.003
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 \$236.87. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Haven Nail
834 75th St
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 410735.004
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 \$638.17. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Hauppa, Paul/Labianco, Diana
528 Ridgemoor Dr
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 253390.006
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 \$281.05. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Mattran, Scott
6407 Lane Ct
Willowbrook II 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 250060.003
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 \$350.44. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Willowbrook Inn
7800 Kingery Hwy
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 410295.002
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 \$14598.74. 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 October 27, 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 or contact me, your water service will be automatic

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

delinquent amount due is \$5800.32

Sincerely,

Timothy J. Halik
Director of Municipal Services



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

October 1, 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 \$619.14. 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 October 27, 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

October 1, 2014

Mayor

Frank A. Trilla

Zenner, Richard
125 Waterford Dr
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 250850.001
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 \$157.00. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before October 27, 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

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE MERITORIOUS SERVICE AWARD FOR OFFICER DARREN BIGGS

AGENDA NO.

7

AGENDA DATE: 10/27/2014**STAFF REVIEW:** MARK SHELTON**SIGNATURE:****LEGAL REVIEW:** TOM BASTIAN**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:** TIM HALIK **SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook's Personnel Manual allows for village personnel to be awarded a meritorious service award.

1. Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.

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

On August 28th, 2014, at approximately 9:00 p.m., Officer Biggs responded to a residence for a possible heroin overdose. Officer Biggs located an unconscious individual. Officer Biggs was able to retrieve his NARCAN and administer prior to any paramedic arrival. The first dosage was not affecting the individual, so Officer Biggs administered a second dose which then began to revive the subject, ultimately saving the life of this individual.

The Village Staff recommends a Meritorious Service Award be given to Officer Darren Biggs.

ACTION PROPOSED:

Approve Motion.



DuPage Narcan Program

111 North County Farm Road
Wheaton, IL 60187
dnp@dupagehealth.org



NARCAN:
Saves Lives

October 1, 2014

Chief Mark Shelton
Willowbrook Police Department
7760 Quincy Street
Willowbrook, Illinois 60527

STEERING COMMITTEE:

DuPage County Coroner
Richard Jorgensen M.D.

DuPage County Sheriff
John Zaruba

**DuPage County
State's Attorney Office**
Robert Berlin

**DuPage County
Police Chief's Association**
Chief Bradley Bloom
Hinsdale Police Department
Chief Mark Field
Wheaton Police Department
Chief Kent Williams
Bartlett Police Department

**DuPage County
Health Department**
Karen Ayala
Executive Director
George DeTella
DNP Project Director

On behalf of the DuPage Narcan Program (DNP) we would like to commend your agency for their service and active participation to the programs mission: Save Lives.

It is noted that within months of your agency involvement with the DNP, your staff actions coupled with their training resulted in the saving of a life through the administration of Narcan.

We appreciate the fact that situations resulting in the administration of Narcan require sound judgment and professional action in stressful situations. These actions initiated by your personnel clearly demonstrate your commitment to serve your community.

Although only one year in existence, the DNP has already made its mark throughout DuPage County and been recognized for its effectiveness in large part due to the direct efforts of you and your staff.

Please accept this letter in recognition of your agency's life-saving actions.

Respectfully,

George E. DeTella
DNP Program Director

The Honorable Trilla Frank

Village of Willowbrook
County of DuPage
State of Illinois

MERITORIOUS SERVICE AWARD

To All Whom Are Present Shall Come Greetings:
This Meritorious Service Award is presented on behalf of the Mayor and Board of Trustees and the citizens of the Village of Willowbrook to:

OFFICER DARREN BIGGS

Who exhibited superior performance that exceeds the standards expected of his profession. In that on August 28, 2014 at approximately 9:09 p.m., officers responded to a Willowbrook resident's home for a report of a possible heroin overdose. Upon arrival, met with a friend of the victim who advised the victim is a heroin user and possibly overdosed. Officer Biggs located the victim unconscious in the driveway with a weak pulse. Officer Biggs administered Narcan (an Opioid Antagonist) which reverses the effects of heroin) to the victim, however he did not show any signs of recovery. Officer Biggs administered a second dose of Narcan. The Pleasantview Fire Protection District transported the victim to Hinsdale Hospital. A short time later, Officer Biggs was notified that the victim became responsive on the way to the hospital due to the Narcan.

Officer Biggs' unselfish act of diligence, dedication and professionalism are to be commended.

The Mayor and Board of Trustees of the Village of Willowbrook hereby recognize these actions and congratulate Officer Darren Biggs on a job well done.

Given under my hand and the seal
this 27th day of October, 2014.


Mayor



Attest: 
Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A PROCLAMATION RECOGNIZING OFFICER DANIEL POLFLIET FOR 20 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK

AGENDA NO.

8

AGENDA DATE: 10/27/14

STAFF REVIEW: MARK SHELTON

SIGNATURE: 

LEGAL REVIEW: THOMAS BASTIAN

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The Village of Willowbrook has recognized employees with various years of service and dedication to their profession while serving its residents and businesses. Officer Daniel L. Polfliet has been a Police Officer with the Village of Willowbrook for 20 years.

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

On September 14, 1994, the Village of Willowbrook first employed Daniel L. Polfliet in the capacity of Patrol Officer. During Officer Polfliet's 20 years of tenure, he has received numerous letters and commendations within the department. Officer Polfliet continues to exhibit his dedication, courtesy and commitment to the residents, businesses and employees of the Village of Willowbrook.

ACTION PROPOSED:

Accept Proclamation.

Village of Willowbrook

Proclamation

WHEREAS, on September 14, 1994, the Village of Willowbrook first employed Daniel L. Polfliet in the capacity of Patrol Officer; and

WHEREAS, during Officer Polfliet's 20 years of tenure, he has become a State Certified Breathalyzer Officer, Field Training Officer, Gang Enforcement Officer, Juvenile Officer, and Department Armorer/Range Officer; and

WHEREAS, Officer Polfliet has been an active member of the DuPage County Juvenile Officer's Association. In his duties, Officer Polfliet has been assigned to "Peer Jury", which gives first time offenders an opportunity to have a jury of his/her "peers" decide punishment for their offense instead of an arrest record; and

WHEREAS, Officer Polfliet served as Cadet Advisor for the past five years. Not only was Officer Polfliet in charge of the Cadet Program, he provided numerous hours of training, leadership, and mentoring. He assisted and participated in village and chamber events, the LaGrange Pet Parade, fire department open houses, and traffic control for many cities and villages, when needed; and

WHEREAS, Officer Polfliet has received numerous letters and commendations within the department. On December 2, 2002, Officer Polfliet, along with two other officers, located a suicidal subject in a Willowbrook hotel. Through his response and quick actions, Officer Polfliet conducted CPR and saved this man's life. Officer Polfliet has been recognized by area police departments and organizations, as well. The Village of Hinsdale commended Officer Polfliet twice in 2012 for his assistance with the capture of an armed robbery suspect and two residential burglars who were in possession of a firearm; and

WHEREAS, Officer Polfliet, through his own initiative, monitored the intersection of Route 83 and 63rd Street for several months for traffic violators and subsequently reduced the number of violators at that intersection. Officer Polfliet continues to exhibit his dedication, courtesy, and commitment to the residents, businesses, and employees of the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that we hereby recognize and commend Officer Daniel L. Polfliet in this his 20th year of service to the Village of Willowbrook. On behalf of the citizens of the Village of Willowbrook, we wish to thank Officer Polfliet for his unselfish commitment in making the community of Willowbrook a nicer place to live and work.

Proclaimed this 27th day of October, 2014.

Mayor

Frank A. Tull



James Hansen
Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

ORDINANCE – AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND FIRE & SECURITY SYSTEMS, INC.

AGENDA NO. 10

AGENDA DATE: 10/27/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLER

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN II

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLER

REVIEWED & APPROVED BY COMMITTEE: YES On September 8, 2014 NO N/A

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

In 1997, the Village passed an ordinance approving a lease agreement with PrimeCo Personal Communications. The Agreement allowed the placement of a small equipment building located at the base of the Village water standpipe, with antennas mounted at the top of the standpipe. This equipment was used for private personal communications purposes. PrimeCo later became U.S. Cellular. Through the agreement, the Village received an annual payment from PrimeCo/US Cellular from 1997 thru 2013 in return for the use of the Village facility. On July 7, 2014 we received notification from US Cellular of their cancellation of the Agreement effective September 27, 2014 and their intent to decommission the antenna site thereafter.

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

Due to a recent federal ruling in the US Court of Appeals, 7th Circuit, business arrangements between private alarm companies and public fire departments/districts has been refined. As a result, the fire alarm company, Fire & Security Systems, Inc. which is currently maintaining equipment at Tri-State Fire Protection District Station #1, must find a new location for its equipment. They have requested consideration of a new lease agreement with the Village to locate some equipment and two (2) radio antennas upon the public works facility.

After securing authorization from the Municipal Services Committee, staff negotiated the terms of a new lease agreement to allow Fire & Security to install two (2) radio antennas and associated equipment at our public works garage, for their business use. These antennas would serve as relay antennas for FSS security and fire alarm accounts. The signals would be received and forwarded to their central receiving station in Arlington Heights. They would need a 4' wide by 8' tall space inside our public works garage in which to install equipment on the wall, and would place two (2) eight foot (8') tall antennas on the roof of the building. As far as utilities, they would need minimal A/C power – ½ amp draw on a wall receptacle, and internet/phone. The Village will provide the A/C wall receptacle and pay for the monthly electric charge. FSS would be responsible for obtaining all other utilities, and paying the monthly charges thereof, including internet and phone service. With regard to lease payment, the Village currently utilizes services from FSS for fire alarm protection in four (4) Village owned buildings. The agreed payment provision would include no-charge for these services, along with any future price increases, throughout the term of the lease agreement. This currently equates to \$5,058/year. A lease agreement was drafted by the Village Attorney and forwarded to Fire & Security. The lease includes a one (1) year term, which is self-renewing. Either party can cancel the lease by giving a ninety (90) day notice to the other party.

ACTION PROPOSED: Pass the Ordinance.

Village of Willowbrook

ORDINANCE NO. 14-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK,
DUPAGE COUNTY, ILLINOIS APPROVING AND AUTHORIZING THE EXECUTION
OF A LEASE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND
FIRE & SECURITY SYSTEMS, INC.**

WHEREAS, the corporate authorities of the Village of Willowbrook are authorized by Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, to lease real estate owned by the Village to any person for a term not exceeding ninety-nine (99) years; and

WHEREAS, the Village of Willowbrook owns the property commonly known as 700 Willowbrook Centre Parkway, Willowbrook, Illinois (the "Property") which is improved with a public works facility and garage (the "Structure"); and

WHEREAS, Fire & Security Systems, Inc., an Illinois corporation, has requested that the Village lease certain space on the interior wall of the mechanical room located on the mezzanine level of the Structure and certain space on the easterly exterior wall of the Structure (the "Premises"), to Fire & Security Systems, Inc. for installation of a communications facility subject to the terms and conditions set forth in a certain lease agreement (the "Lease Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, the Village of Willowbrook finds that it is no longer necessary, appropriate, required for the use of, profitable to, or in the best interest of the Village of Willowbrook to retain exclusive control over the Premises; and

WHEREAS, the corporate authorities deem it advisable and necessary and in the best interest of the Village of Willowbrook and its residents to approve and authorize the execution of the Lease Agreement.

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

Section 1. The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the Village of Willowbrook and its residents to enter into a Lease Agreement with Fire & Security Systems, Inc., in substantial accordance with the terms and provisions set forth in the Lease Agreement, attached hereto and made a part hereof as Exhibit "A."

Section 2. The Mayor and Village Clerk are hereby authorized to execute and attest to the Lease Agreement between Fire & Security Systems, Inc. and the Village of Willowbrook.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and of the attached Lease Agreement.

Section 4. All ordinances and resolution, or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

Section 5. This Ordinance shall be in full force and effect upon and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 27th day of October 2014.

APPROVED

MAYOR

ATTEST:

VILLAGE CLERK

ROLL CALL VOTE: Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Village of Willowbrook, an Illinois municipality, having a mailing address of 7760 Quincy Street, Willowbrook, Illinois 60527 ("**Landlord**") and Fire & Security Systems, Inc., an Illinois corporation, having a mailing address of 516 West Campus Drive, Arlington Heights, Illinois 60004 ("**Tenant**").

BACKGROUND

Landlord owns the property commonly known as 700 Willowbrook Centre Parkway, Willowbrook, Illinois 60527 and identified by Property Identification Number 09-26-204-066 (the "**Property**"), improved with a two-story Public Works Garage (the "**Structure**"), together with all rights and privileges arising in connection therewith. Tenant desires to use a portion of the Structure described as a vertical space of approximately four (4) feet by eight (8) feet on the easterly interior wall of the mezzanine level mechanical room and space easterly exterior wall of the Structure adequate for installation of two (2) antennas of approximately nine (9) feet mounted on ten (10) foot masts to extend above the roof of the Structure, in connection with the relay of fire and security alarm transmissions in the manner and location described herein on Exhibit 1 attached hereto and made a part hereof by reference (the "**Premises**"). Landlord desires to grant to Tenant the right to use a portion of the Structure in accordance with this Agreement.

The parties agree as follows:

1. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of alarm communications signals and the installation, construction, maintenance, operation, repair, and replacement of its radio antenna structure and related equipment, cables, accessories and improvements, which include a suitable support structure, associated antennas, and other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**") as generally identified in the attached Exhibit 1. Tenant further has the right, but not the obligation, to modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Tenant shall not incorporate any signage or advertising materials on its Communication Facility except to the extent that such signage or advertising material is agreed to by the Landlord in writing. For a period of thirty (30) days following the start of construction, Landlord grants Tenant the right to use such portions of Landlord's contiguous, adjoining Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from installation on the interior easterly wall of the mezzanine level mechanical room located in the Structure to the antennas to be installed outside on the easterly wall of the Structure, and to make other improvements and alterations, appropriate for Tenant's Permitted Use, around the Premises at the Tenant's expense. Notwithstanding any contrary term in this Agreement, the final plans for installation of the Communications Facility by the Tenant shall be subject to the written approval of the Landlord and permitted only after review by the Landlord's Public Works Division and Building and Zoning Division. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Tenant) of the Relocation Premises (including any installed utilities and more specific locations of the Communications Facilities on the easterly wall of the Structure as approved by the Landlord's Public Works Division and Building and Zoning Division) will supplement Exhibit 1 hereto and become a part hereof; the final approved location of the Communications Facility shall be considered the Premises for all purposes hereunder. Any subsequent modification of the Communications Facility is subject to the written approval of the Landlord.

2. **TERM.**

(a) The initial lease term will be one (1) year ("**Initial Term**"), commencing on the Effective Date of this Agreement.

(b) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of the Initial Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the Initial Term, then upon the expiration of the Initial Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the end of any such Annual Term.

(c) Notwithstanding any other term of this Agreement, either party may terminate this Agreement upon ninety (90) days' written notice to the other party at any time.

3. **RENT; FIRE ALARM EQUIPMENT AND SERVICES.**

Commencing on the Effective Date of this Agreement, in consideration for use of the Premises and as rent therefore, Tenant agrees to provide Fire Alarm Monitoring Radios, services, inspection, and monitoring as specified in the now-current agreements between the Tenant and Landlord, attached hereto as Exhibit 2 and made a part hereof by reference (the "**Fire Alarm Equipment and Services**") at no cost to the Landlord. All existing lease and service agreements for fire alarm system services attached hereto as Exhibit 2 are hereby amended to reflect that no payment will be required for any service or equipment provided by Tenant, pursuant to said agreements. Fire Alarm Monitoring Radio and Services, as described in the attached Exhibit 2, shall be provided by the Tenant at no cost to the Landlord for the Landlord-owned properties commonly known as 7760 Quincy Street, 700 Willowbrook Centre Parkway, 825 Midway Drive, and 835 Midway Drive, Willowbrook, Illinois (the "**Service Locations**"). Should any state, local or federal statute, ordinance or regulation require modifications or upgrades to the Fire Alarm Equipment and Services identified in the attached Exhibit 2, Tenant shall provide such modifications or upgrades at no cost to the Landlord.

4. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all required government approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain government approvals for Tenant's Permitted Use under this Agreement, and Landlord agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

5. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on ninety (90) days' prior written notice;

(b) immediately by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable; or

(c) immediately by Landlord, upon written notice to the Tenant, if in the Landlord's sole discretion, the removal of the Tenant's installed equipment is necessary for the safe and continued operation of the Landlord's Public Works Division.

In the event of termination of this Agreement by either party, Landlord shall be given the option, in its sole discretion, to continue to contract for Fire Alarm Equipment and Services as described in the attached Exhibit 2 at the rates described in the attached Exhibit 2, or to terminate the agreements contained in the attached Exhibit 2 without any further cost or penalty to the Landlord. Notwithstanding anything contained in the agreements attached hereto as Exhibit 2, in the event Landlord terminates the agreements attached hereto as

Exhibit 2, upon termination of this Agreement, Tenant agrees to waive any termination fees or penalties and agrees to hold Landlord harmless for the termination of the agreements contained in the attached Exhibit 2.

6. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

7. **INTERFERENCE.**

(a) Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses by the Landlord or other Tenants on the Property. Notwithstanding anything in this Agreement to the contrary, Tenant warrants that its use of the premises will not interfere with the Landlord's primary use of the Property in its municipal functions as headquarters of the Landlord's Public Works Division.

(b) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement except to the extent that such interference may be necessary for the continued safe operation of the Landlord's Public Works Division.

(c) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

8. **UTILITIES.**

(a) Landlord shall, at its cost, provide to the premises with an A/C wall receptacle for use by Tenant. Tenant shall obtain at its own expense all other required utilities, including internet and phone services, and shall be solely responsible for the payment of any monthly or other charges related to those services. Landlord shall not be liable for failure to furnish said utilities when such failure is beyond Landlord's control or when the applicable system is under repair.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents, or independent contractors.

(c) The indemnified party shall: (i) promptly provide the indemnifying party with written notice

of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple and solely owns the structure; (ii) as long as Tenant is not in default, Landlord grants to Tenant sole, actual, quiet, and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iii) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL. In the event Tenant becomes aware of any hazardous substances on the Property or any environmental, health or safety condition or matter relating to the Property that in Tenant's sole determination renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. Tenant, its employees, agents, and contractors shall have access to the Structure during normal business hours (defined as 7:00 AM to 3:30 PM, Monday through Friday) and after-hours (defined as all other times) so long as Tenant contacts the Village of Willowbrook, Director of Municipal Services (at phone number (630-514-3391) at least two (2) hours before Tenant intends to access the Structure. Tenant shall only be allowed access to the Structure if Tenant is accompanied by Landlord's authorized representative. Under no circumstances shall the Tenant access the Structure owned by the Landlord located on the Property without being accompanied by the Landlord's authorized representative. Upon request, Tenant's representatives shall present a valid proof of identification verifying that said representative requires access on Tenant's behalf. While accessing the Structure, Tenant, its employees, agents, and contractors shall not disrupt or damage or otherwise affect the Landlord's Public Works Divisions systems or other real or personal property of the Landlord.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and will remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Initial Term or any Annual Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Structure or Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and will remain the property of Tenant and may be removed by Tenant at any time during or after the Initial Term or any Annual Term of this Agreement. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within thirty (30) days following the termination or expiration of this Agreement shall be deemed abandoned and owned by Landlord.

14. MAINTENANCE; REMOVAL/UTILITIES TO THE PREMISES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Landlord reserves the right to perform structural repairs, maintenance or cosmetic maintenance, including painting, on its Structure or the Property. Landlord shall give Tenant at least thirty (30) days' prior written notice of the intended work and the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility, to protect them from damage and to allow Tenant's continued operation. Any repairs or maintenance will be conducted by Landlord as diligently and expeditiously as possible.

(c) If Landlord determines it necessary to remove or relocate the Structure, Landlord will have the right, subject to the following provisions of this Section and only after providing Tenant with not less than thirty (30) days' prior written notice, to require Tenant to relocate the Communication Facility or any part thereof to an alternate location (the "**Relocation Premises**") on Landlord's Property. Upon such relocation, (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required zoning approvals and other Governmental Approvals of the Relocation Premises) shall be paid by Tenant; (ii) such relocation will be performed exclusively by Tenant or its agents; and (iii) such relocation will not impair the quality of communications service provided by Tenant on and from Landlord's Property. Landlord will exercise its removal or relocation right by delivering written notice, pursuant to the terms of this Agreement, to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on Landlord's property to which Tenant may relocate the Communication Facility. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Tenant) of the Relocation Premises (including the access and utility easements) will supplement Exhibit 1 hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

(d) If after receiving the Landlord's written notice as directed in paragraph (c) above, Tenant determines in its sole judgment that no suitable Relocation Premises can be found, Tenant shall have the right to terminate this Agreement upon written notice to Landlord, without penalty or further obligation.

(e) Landlord hereby grants to any company providing utility or similar services, including telecommunications services, to Tenant a temporary non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, and such appurtenances thereto, as such companies may from time-to-time require in order to provide such services to the Premises. Any such temporary non-exclusive easement granted by the Landlord shall be terminated upon termination or expiration of this Agreement and shall be subject to all reasonable conditions and requirements of the Landlord.

15. ASSIGNMENT/SUBLEASE. Tenant shall not assign or sublease any of its rights or obligations under this Agreement, in whole or in part, unless it first obtains the written approval of the Landlord, such approval not to be unreasonably withheld or delayed. Upon assignment of this Agreement, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

16. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: Fire & Security Systems, Inc.
Attn: John P Fischer, President & K.E. Preble, VP/Secretary
516 West Campus Drive
Arlington Heights, Illinois 60004

With a copy to: Kim Richard Denkwalter
Counsel for Fire & Security Systems, Inc.
5215 Old Orchard Road, Suite 1010
Skokie, Illinois 60077

If to Landlord: Village of Willowbrook
Attn: Village Administrator
700 Willowbrook Centre Parkway
Willowbrook, Illinois 60527

With a copy to: Thomas M. Bastian
Storino, Ramello & Durkin
9501 W. Devon Avenue
Suite 800
Rosemont, Illinois 60018

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

17. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Premises is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed; such temporary facilities will be governed by all the terms and conditions of this Agreement, including the Tenant's continued obligation to provide Fire Alarm Equipment and Services for all Service Locations. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm.

18. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time-to-time in Tenant's sole discretion and without Landlord's consent.

19. **TAXES.**

(a) Tenant shall pay when due all fees, assessments, real estate taxes, personal property, leasehold or other tax, fine or penalties which arise out of Tenant's use of the Property.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant, and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 16.

20. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property.

(b) Landlord agrees not to lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant, except to the extent that such use is necessary for the continued operation of the Landlord's Public Works Division.

(c) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

21. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(f) **Governing Law.** This Agreement will be governed by the laws of the State of Illinois and County of DuPage, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as

otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(h) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of, or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(j) **Default.** Except as expressly limited herein, Landlord and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

(k) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party including, without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord and Tenant and their respective Affiliates to recover their fees and expenses.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Village of Willowbrook
an Illinois municipality

By: _____
Print Name: Frank A. Trilla
Its: Mayor
Date: _____

Attested by: _____
Print Name: Leroy Hansen
Its: Village Clerk
Date: _____

"TENANT"

Fire & Security Systems, Inc.

By: *John P. Fischer*
Print Name: John P. Fischer
Its: President
Date: _____

Attested by: *K.E. Preble*
Print Name: K.E. Preble
Its: Vice-President/Secretary
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this ____ day of October 2014, personally appeared Frank A. Trilla and Leroy Hansen, to me known to be the Mayor and Clerk, respectively, of the Village of Willowbrook, an Illinois municipal corporation, who executed the foregoing Lease and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the Village of Willowbrook, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said county and state, on this 15th day of October 2014, personally appeared Frank Trilla, Gail Fischer, of Fire & Security Systems, Inc, to me personally known, who being by me duly sworn did say that he executed the foregoing Lease as the voluntary act and deed of Fire & Security Systems, Inc. for the purposes set forth herein.

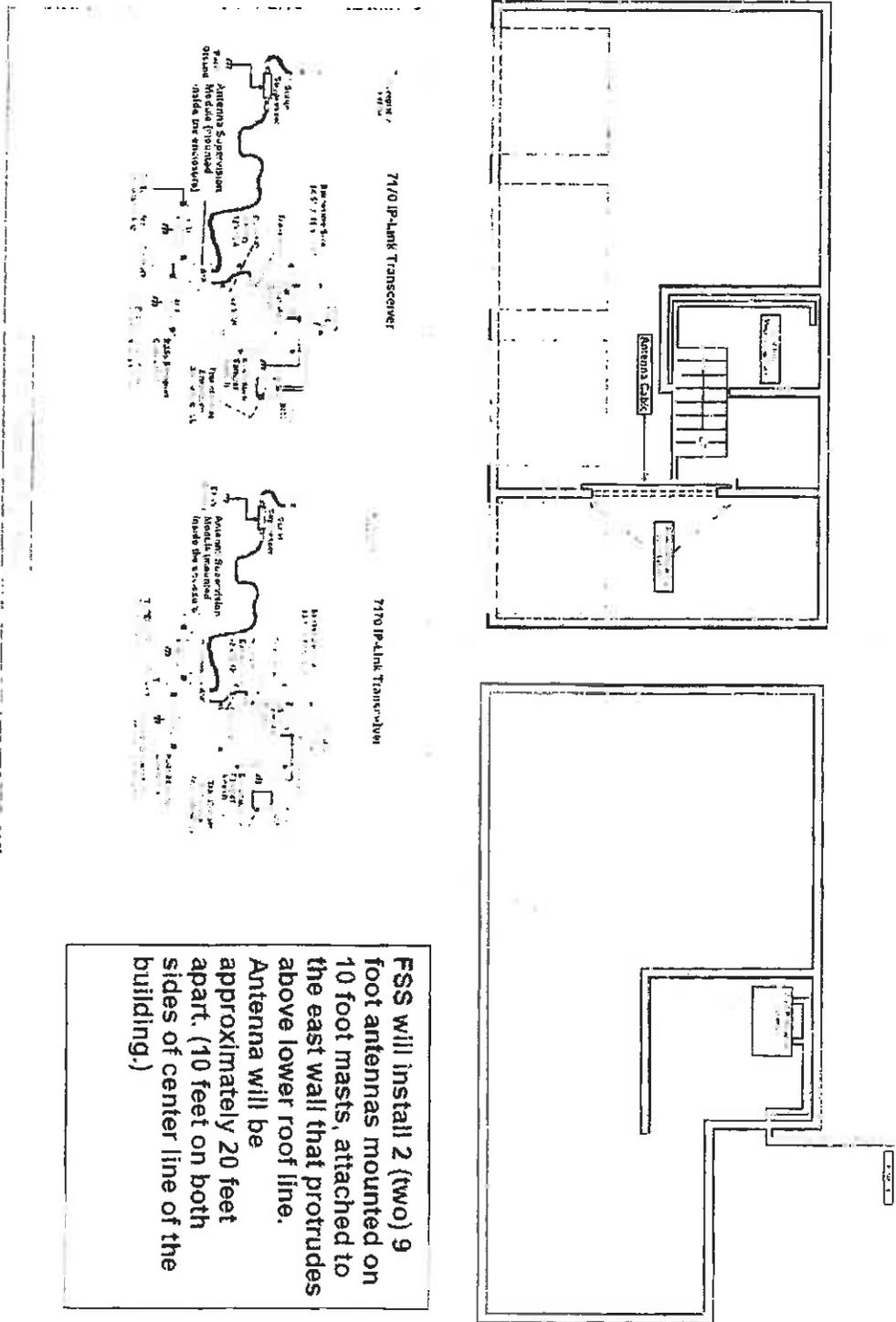
Gail A Fischer
Notary Public

My Commission Expires: 12/16/15



EXHIBIT 1

DESCRIPTION OF PREMISES and COMMUNICATIONS FACILITY



Note

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED FROM TENANT.

EXHIBIT 2

Current Fire Alarm Equipment and Services Agreements

Between the Village of Willowbrook and Fire & Security Systems, Inc.

February 12, 2014

Village of Willowbrook
7760 S. Quincy
Willowbrook, IL 60521

Re: Agreement for 825 Midway Drive, Willowbrook, Illinois

Enclosed you will find a copy of the approved Agreements you have signed with us for your records. We appreciate you allowing us to provide this service to you.

We would like to take this opportunity to thank you for your continued confidence in Fire & Security Systems, Inc. by allowing us to do this work for you. FSS is a technology solutions provider dedicated to making new products and technologies available to you to meet your needs.

From design to installation completion for new and existing facilities, you can depend on FSS to monitor, service, inspect and maintain your systems at the highest possible standards. Our pledge for total customer satisfaction is a commitment we take very seriously to ensure a long-lasting business relationship based on performance, trust and integrity.

If we can be of further assistance, please do not hesitate to call. We look forward to being of service.

Sincerely,



Laurie Fischer
Account Representative
Laurief@fssprotect.com



11455/60318

FIRE & SECURITY SYSTEMS, INC.
516 W. CAMPUS DRIVE
AGENCY #127-000144

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

LEASE AGREEMENT

THIS AGREEMENT made this 26th day of December, 2011, between FIRE & SECURITY SYSTEMS, INC. (hereinafter referred to as "CONTRACTOR") of Arlington Heights, Illinois and

NAME Village of Willowbrook

ADDRESS 7760 S. Quincy, Willowbrook, IL 60521

(hereinafter referred to as "SUBSCRIBER") TELEPHONE (630) 323-8715

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:

1. Contractor agrees to install and maintain or cause to be installed and maintained, during the term of this agreement and any renewals thereof, at the premises located at Village of Willowbrook 822 Midway Drive, Willowbrook, IL 60527

a Radio Transmitter system as described in the Schedule attached hereto and made a part hereof. Subscriber acknowledges that representatives of Contractor have described the availability of other devices and systems and that Subscriber has elected to have the System described herein to be installed by Contractor.

2. Subscriber agrees to pay to Contractor, its agents or assigns, for the installation of system, the sum of \$0.00

completion of system and subsequent submission of invoice from Contractor, and to pay Contractor, in addition to such installation charge, for servicing and maintenance of said system while this agreement is in force and effect (whether for the initial period herein or for any extension or renewal period of this agreement, \$ \$50.00 per month payable quarterly in advance. A late payment charge of one and one-half (1 1/2%) percent per month shall be added to all payments that are delinquent for more than 30 days. This would be an annual percentage rate of eighteen (18%) percent. The minimum late charge is fifty cents (50c) per month. Alternatively, the late payment charge shall be at the highest legal rate per month.

3. Subscriber agrees, that it has secured whatever permission is necessary from local authorities for the installation and services to be rendered hereunder, and in addition to the foregoing, to pay any false alarm assessments, taxes, fees, permits and charges imposed by any governmental authority or other organization, on or relating to the system or the installation or services provided under this agreement, including, but not limited to, telephone charges and Underwriter Laboratory fees.

4. This contract shall be in force and effect for a period of 5 years from the date hereof (each full 12 calendar months from the date hereof being considered one year), and shall automatically be extended for successive one year terms, unless Subscriber notifies Contractor at least thirty (30) days prior to the expiration of the term of a succeeding one year term of his intent to cancel this Agreement.

5. LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences thereof from which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinafter specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or non-performance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer. When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on Subscriber's premises, and which losses, damages and liability are solely caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

6. This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.

7. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection when attached hereto, are incorporated herein and by reference made a part hereof.

8. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE, AND IN PARTICULAR PARAGRAPH #5 ABOVE.

By FSS Front Office Mauree Sticker
Sales Representative

Approved James Sticker
Authorized Representative

Date 2/2/14

SUBSCRIBER:

By Village of Willowbrook

By T. J. Walker

Date 1/2/2014

9. A. Contractor shall, at all times during business hours, have the right to enter on the premises where the system may be located for the purpose of performing all the work necessary to install, maintain, inspect, test and repair the system and to make any changes or alterations to the system and related equipment which it deems necessary or appropriate to the installation and maintenance of the system and related equipment, and Contractor shall not be responsible for any condition created thereby.

B. Subscriber warrants that it has full authority from the owner or any other person in control of the premises to permit installation of the system under all conditions hereinabove described.

C. Subscriber shall cooperate with Contractor in the installation of the system, and agrees to furnish any necessary electrical power at Subscriber's own expense. Any variation from or alteration of the installation, herein specified, or use of other contractors must be requested in writing by the Subscriber and shall be at the expense of the Subscriber.

D. Contractor assumes no liability for delays in installation of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption of the telephone service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

E. If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes in the system, as originally installed, the Subscriber agrees, on demand, to pay to Contractor the cost of such changes.

10. It is understood that Contractor's entire obligation is contained in this Agreement and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the system, or any device or devices of the Subscriber or of others to which Contractor's equipment is attached, unless contained in this Agreement.

11. Subject to any of Contractor's obligations contained herein, Contractor shall pay all ordinary expenses of maintenance and repairs of the system. Should any part of the system be damaged by the Subscriber, his employees, or his customers, or by fire, water or other extraneous causes, Subscriber shall pay for the repairs.

12. A. Subscriber agrees not to tamper with, disturb (including the addition of foreign devices thereto), injure or remove or otherwise interfere with the system, or any equipment, apparatus or personal property which is related thereto, nor to permit anyone else to do so, except upon written consent of Contractor, and shall indemnify and hold Contractor harmless from any loss to the system by any cause other than ordinary wear and tear. It is further agreed that the system shall not be moved or relocated for any reason except upon express written consent of Contractor, and at Subscriber's cost. Subscriber shall promptly notify Contractor of any remodeling or alteration to the premises. Subscriber shall notify Contractor, in writing, of any error or omission in the construction or installation of the system within five (5) days after completion of the installation or such failure will be deemed an irrevocable acceptance of the system by Subscriber.

B. Subscriber shall use the property in a careful and proper manner, and shall comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the system. Subscriber shall carefully and properly set the alarm system each night or at such other time as Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period, and shall immediately report to Contractor any inadequacy in, or failure of, the system. Contractor shall make such repairs as shall be deemed necessary as soon after receipt of notice as is reasonably possible.

C. Subscriber acknowledges that the entire system installed in Subscriber's premises other than non-recoverable equipment (including conduit and wiring) is and shall at all times remain the property of Contractor and Subscriber agrees that he will neither damage, encumber nor dispose of the system nor permit such property to be damaged, encumbered or taken from the premises nor to be tampered with or repaired by anyone but authorized agents and subcontractors of Contractor. In the event of damage or loss to the system or equipment of Contractor on the premises of Subscriber, for any reason whatsoever, Subscriber agrees to pay to Contractor a sum equal to the replacement value of the system and equipment furnished by Contractor.

13. Upon the expiration of this Agreement by lapse of time or otherwise, Contractor and its assigns are authorized to enter upon the premises to remove the system, except non-recoverable equipment, including all component parts, all connections and other materials comprising the system, and Contractor shall not be responsible for any damage caused by its action, and shall not be obligated to repair, redecorate or restore any part of the premises after removal of the system. Removal of the system shall be without prejudice to the collection of any and all sums due under this agreement. Subscriber shall, in such event, return the system upon the termination of this agreement in the same condition as when installed, ordinary wear and tear excepted.

14. Subscriber agrees that Contractor shall have the right at the end of each twelve (12) month period (annually) to increase or decrease the maintenance charges provided for on the face of this agreement upon giving Subscriber written notice of such change at least sixty (60) days prior to the effective date thereof; provided that Subscriber may terminate this agreement with respect to the unexpired term thereof by giving written notice, to Contractor of its intention to terminate thirty (30) days prior to such effective date and by paying all accrued charges for services rendered until such date.

15. This agreement may be suspended or cancelled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

16. The following events constitute defaults:

A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.

B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.

C. Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.

D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

17. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this agreement.

B. To remove the system, in which case Contractor shall be entitled to recover the existing amounts due under this agreement for said services up to the date of removal of the system and in addition thereto Contractor shall be entitled to recover damages computed by subtracting from the total sum Contractor would have received had the term of this agreement been completed, and the anticipated cost of replacement materials and equipment over the unexpired term of this agreement, the cost of the materials and equipment to be determined by Contractor from its prior experience. Subscriber acknowledges and agrees that said costs are the only costs involved.

C. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.

D. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach, including removal of the system from the premises without written permission of Contractor or by the failure of Subscriber to notify Contractor of any change of address.

18. A. Subscriber acknowledges that the sale or transfer of Subscriber's residence, business of Subscriber, or assets related to the business shall not relieve Subscriber of the duties and obligations contained herein. Subscriber may not assign this agreement, or any rights inuring under this agreement or under the relationship created hereby either voluntarily or by operation of law, except upon the prior written consent of Contractor.

B. Contractor shall have the right to assign this agreement to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to subcontract any services which it is obligated to perform hereunder.

19. The entire agreement of the parties is expressed hereinabove (together with any individually signed service agreements and riders hereto), and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this agreement.

20. Should there arise a conflict of terms and conditions between this agreement and any purchase order, it is agreed that the provisions of this agreement shall control.

21. Each of the terms of this Agreement are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

22. This writing is intended by the parties as the final expression of their agreement with respect of the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.



FIRE & SECURITY SYSTEMS, INC.
 516 W. CAMPUS DRIVE
 AGENCY #127-000144

11455/60319

DESIGN, INSTALLATION & SERVICE SINCE 1970
 ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
 CONTRACTOR #124-000440 - FAX (847)577-1997

REMOTE STATION SIGNALING AGREEMENT

THIS AGREEMENT made this 26th day of December in the year 2013

between FIRE & SECURITY SYSTEMS, INC., an Illinois Corporation, (hereinafter referred to as "Contractor"), of Arlington Heights, Illinois and

Name Village of Willowbrook

Address 7760 S. Oakley, Willowbrook, IL 60521 Telephone (630) 328-8115
 (hereinafter referred to as "Subscriber")

WHERE IT IS MUTUALLY AGREED AS FOLLOWS: In consideration of covenants and conditions herein contained Subscriber and Contractor agree as follows, subject to terms and conditions, as described, Contractor will provide and maintain, or cause to be provided and maintained, a Remote Monitor Panel facility at 117 State P.O.D.

419 Plainfield Rd, Evanston, Illinois 60521

1. Subscriber herewith agrees to lease from Contractor a Direct Connect Digital monitoring Radio monitoring position of said Remote Monitor Panel facility for a connection and monthly rate as stipulated under the following schedule. Panel position to be utilized for monitoring of a Fire alarm system

at premises located at Village of Willowbrook 425 Midway Drive, Willowbrook, IL 60527

2. For such connection, Subscriber shall pay to Contractor \$30.00 Fifty Dollars and 00/100 "Chargeover Fee" Dollars,

for installation and \$32.00 Thirty-Two Dollars and 00/100 Dollars per month, invoiced quarterly in advance for so long as Subscriber's system is connected to the Remote Station Monitoring Panel facility. Charges are due and payable when invoiced.

A late payment charge of 1 1/2 % per month shall be added to all payments that are delinquent for more than thirty (30) days. This will be an annual rate of 18%. The minimum late payment charge is (\$5.00) per month. Alternatively, the late payment charge shall be at the highest legal rate per month. Contractor may terminate connection to Remote Station panel without notice at any time after a thirty (30) day delinquency period of unpaid charges.

3. This Agreement shall continue for as long as Subscriber contracts with Contractor for the performance of monitoring service. This Agreement may be canceled by Subscriber at any time upon notifying Contractor in writing thirty (30) days in advance of termination.

4. No advanced payments will be returned to Subscriber upon notification of termination.

5. The local protective system at Subscriber's premises is not the property of Contractor and is to be kept in working condition by Subscriber, and Contractor shall not be responsible at any time, for its working condition or any failure of same, unless contracted for under separate Agreement.

6. All charges made by any telephone company for installation, monthly line charges, and service charges for telephone lines and/or accessories to transmit signals between Subscriber's protected premises and the Remote Station facility shall be paid by Subscriber.

7. It shall be the duty of Subscriber to arrange for restoration of telephone company facilities when required.

8. Subscriber represents that he has secured whatever permission is necessary from authorities having jurisdiction for monitoring of his premises alarm. Subscriber agrees to pay, in addition to the stated charges above, any false alarm assessments, taxes, fees, permits or any other charges, existing or imposed in the future by any Governmental body or other organization relating to the installation or services provided under this Agreement.

9. Subscriber understands that signals transmitted pursuant to this Agreement will be monitored in a Remote Station facility, and that the personnel of such Remote Station are not the agents of Contractor, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

10. Contractor assumes no liability for delays in service of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in a telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

11. It is understood that Contractor's entire obligation is contained in this Agreement, and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the System or the equipment, or any device or devices of the Subscriber or of others to which system is attached, unless contracted for under separate Agreement.

12. Contractor shall have the right to increase the monthly service charge provided above at any time, or times after the expiration of one year from the date service is operative under this Agreement, upon giving the Subscriber written notice thirty (30) days in advance of the effecting date of such increase. If increase is imposed by any Governmental body or other organization, such increase will take effect immediately with written notice.

13. Should there arise a conflict of terms and conditions between this Agreement and any Purchase Order, it is agreed that the provisions of this Agreement shall control.

14. This Agreement shall be governed by and construed under the laws of the State of Illinois. The parties further agree that venue shall be proper in the County of Cook, in the State of Illinois, should any portion of this Agreement have to be legally enforced.

15. Each of the terms of this Contract are serviceable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

16. This Agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this Agreement.

17. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereof.

18. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 19.

Fire & Security Systems, Inc.

SUBSCRIBER:

By: ESS Home Office Kristine Fischer
 Sales Representative

Village of Willowbrook
 By: TCJ HLB

Approved: John P. Fischer, President
 Authorized Representative / Title

By: TIMOTHY J. WALIK, VILLAGE ADMIN.
 Print name and title

Date: 2/12/14

Date: 1/2/2014



11455/10020

FIRE & SECURITY SYSTEMS, INC.
516 W. CAMPUS DRIVE
AGENCY #127-000144

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

**SUBSCRIBER OWNED SYSTEM
SERVICE AGREEMENT**

THIS AGREEMENT made this 22nd day of December 2013

between FIRE & SECURITY SYSTEMS, INC. hereinafter referred to as "Contractor", of Arlington Hts., Illinois and

Walter J. Wilson 325 Midway Drive, Wheelbrook IL 60537 (hereinafter referred to as "Subscriber")

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:

- Contractor to provide repair service of Subscriber owned system, and to perform all necessary inspections, servicing and repair work, as described in the schedule attached hereto, and made a part hereof, for the Fire and/or Burglary System (hereinafter referred to as System.) The Subscriber's System may have been installed by Contractor, or others and remains the property of the Subscriber.
- The Contractor agrees to inspect the system 1 times per year, and includes TCM service calls as part of this agreement. This contract shall be in force and effect for a period of 3 years from the date hereof (each full 12 calendar months from the date hereof being considered one year), and thereafter for successive one (1) year periods until this agreement is terminated by either party upon thirty (30) days prior written notice. Contractor shall have the right to increase the service charge provided above at any time, or times after the expiration of one year from the date service is operative under this Agreement, upon giving the Subscriber written notice 30 days in advance of the effective date of such increase. See Attached Schedule of Protection
- Subscriber agrees to pay to the Contractor, its agents or assigns, the sum of \$ \$156.00 per year Dollars per year for servicing of said system while this agreement is in force and effect (whether for the initial period provided herein or for any extension or renewal period of this agreement). These charges are based on the Contractor performing the work with its own personnel. If, for some reason the Subscriber requires the Contractor to use the services of a third party for this work, then the Subscriber shall pay to the Contractor any and all additional costs and expenses incurred thereby. In addition to the charges above, the Subscriber agrees to pay any false alarm assessments, taxes, fees, or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
- Should it be the opinion of the Contractor at the time and on the basis of any such service, that any minor adjustment or repair to the system is needed to insure the full and reliable functioning of the system, Contractor shall, at the time of said inspection, perform or cause to be performed, all labor necessary to effect such minor adjustment or repair. For the purpose of this agreement, "minor adjustment repair" shall mean any adjustment or repair which will not require the replacement or addition of any material or apparatus in said system. Major repairs or replacements will be made at regular charges. Before proceeding with any major change or overhaul work, written approval by the Subscriber will be obtained.
- Charges are due and payable when invoiced. A late payment charge of 1 1/2% per month shall be added to all payments that are delinquent for more than thirty (30) days. This would be an annual rate of 18%. The minimum rate charge is fifty (50¢) cents per month. Alternatively the late payment charge shall be at the highest legal rate per month.
- Contractor assumes no liability for delays in service of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.
- If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes or repairs of the system as originally installed, the Subscriber agrees all work will be performed by Contractor and on demand will pay to Contractor the cost of such changes.
- It is understood that Contractor's entire obligation is contained in this Agreement, and that Contractor is in no way obligated to repair, service, operate or assure the operation of any other System or equipment, or any other device or devices of the Subscriber or of others to which system is attached, unless contained in this agreement.
- Should there arise a conflict of terms and conditions between this Agreement and any Purchase Order, it is agreed that the provisions of this agreement shall control.
- This agreement shall be governed by and construed under the laws of the State of Illinois.
- Each of the terms of this Contract are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.
- The entire agreement of the parties is expressed hereinabove, together with any individually signed service agreements and riders hereto, and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this agreement.
- This Agreement is not assignable by Subscriber except upon the written consent of the Contractor.
- This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.
- The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereof.
- SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 16.

Fire & Security Systems, Inc.
 By [Signature] Sales Representative
 Approved [Signature] Authorized Representative
 Date 12/22/14

SUBSCRIBER:
 By [Signature]
 Date 11/2/2014

LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences thereof from which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinafter specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or nonperformance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer.

When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, service, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on the Subscriber's premises, and which losses, damages and liability are solely and directly caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

ADDITIONAL TERMS AND CONDITIONS:

17. This agreement may be suspended or cancelled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

18. The following events constitute defaults:

- A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.
- B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.
- C. Any affirmative act or insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.
- D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

19. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

- A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this agreement.
- B. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.
- C. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach.

November 5, 2015

Village of Willowbrook
7760 Quincy St
Willowbrook, IL 60521

Re: Agreements for Village of Willowbrook, 835 Midway Drive & 7760 Quincy Street

Enclosed you will find a copy of the approved Agreements you have signed with us for your records and the corresponding invoice. We appreciate you allowing us to provide this service to you.

We would like to take this opportunity to thank you for your continued confidence in Fire & Security Systems, Inc. by allowing us to do this work for you. FSS is a technology solutions provider dedicated to making new products and technologies available to you to meet your needs.

From design to installation completion for new and existing facilities, you can depend on FSS to monitor, service, inspect and maintain your systems at the highest possible standards. Our pledge for total customer satisfaction is a commitment we take very seriously to ensure a long-lasting business relationship based on performance, trust and integrity.

If we can be of further assistance, please do not hesitate to call. We look forward to being of service.

Sincerely,



Laurie Fischer
Account Representative

LMF/ml
Enc.



FIRE & SECURITY SYSTEMS, INC.
 516 W. CAMPUS DRIVE
 AGENCY #127-000144

1556/59827

DESIGN, INSTALLATION & SERVICE SINCE 1970
 ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
 CONTRACTOR #124-000440 - FAX (847)577-1997

LEASE AGREEMENT

THIS AGREEMENT made this 12th day of September, 2013, between FIRE & SECURITY SYSTEMS, INC. (hereinafter referred to as "CONTRACTOR") of Arlington Heights, Illinois and

NAME Village of Willowbrook

ADDRESS 7760 Quincy Street Willowbrook, IL 60097

(hereinafter referred to as "SUBSCRIBER") TELEPHONE (630) 333-8214

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:

1. Contractor agrees to install and maintain or cause to be installed and maintained, during the term of this agreement and any renewals thereof, at the premises located at Village of Willowbrook

7760 Quincy Street Willowbrook, IL 60097 system as described in the Schedule attached hereto and made a part hereof. Subscriber acknowledges that representatives of Contractor have described the availability of other devices and systems and that Subscriber has elected to have the System described herein to be installed by Contractor.

2. Subscriber agrees to pay to Contractor, its agents or assigns, for the installation of system, the sum of \$0.00

Zero Dollars upon completion of system and subsequent submission of invoice from Contractor, and to pay Contractor, in addition to such installation charge, for servicing and maintenance of said system while this agreement is in force and effect (whether for the initial period herein or for any extension or renewal period of this agreement,

\$ \$51.00 per month payable quarterly in advance. A late payment charge of one and one-half (1 1/2%) percent per month shall be added to all payments that are delinquent for more than 30 days. This would be an annual percentage rate of eighteen (18%) percent. The minimum late charge is fifty cents (50¢) per month. Alternatively, the late payment charge shall be at the highest legal rate per month.

3. Subscriber agrees, that it has secured whatever permission is necessary from local authorities for the installation and services to be rendered hereunder, and in addition to the foregoing, to pay any false alarm assessments, taxes, fees, permits and charges imposed by any governmental authority or other organization, on or relating to the system or the installation or services provided under this agreement, including, but not limited to, telephone charges and Underwriter Laboratory fees.

4. This contract shall be in force and effect for a period of 5 years from the date hereof (each full 12 calendar months from the date hereof being considered one year), and shall automatically be extended for successive one year terms, unless Subscriber notifies Contractor at least thirty (30) days prior to the expiration of the term of a succeeding one year term of his intent to cancel this Agreement.

5. **LIMITATION OF LIABILITY:** Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences thereof from which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinafter specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;

C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;

D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or non-performance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer. When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents; for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on Subscriber's premises, and which losses, damages and liability are solely caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

6. This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.

7. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection when attached hereto, are incorporated herein and by reference made a part hereof.

8. **SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE, AND IN PARTICULAR PARAGRAPH #5 ABOVE.**

By [Signature] Sales Representative
 Approved [Signature] Authorized Representative
 Date 11/6/13

SUBSCRIBER:
Village of Willowbrook
 By [Signature]
 Date 9.26.13

9. A. Contractor shall, at all times during business hours, have the right to enter on the premises where the system may be located for the purpose of performing all the work necessary to install, maintain, inspect, test and repair the system and to make any changes or alterations to the system and related equipment which it deems necessary or appropriate to the installation and maintenance of the system and related equipment, and Contractor shall not be responsible for any condition created thereby.

B. Subscriber warrants that it has full authority from the owner or any other person in control of the premises to permit installation of the system under all conditions hereinabove described.

C. Subscriber shall cooperate with Contractor in the installation of the system, and agrees to furnish any necessary electrical power at Subscriber's own expense. Any variation from or alteration of the installation, herein specified, or use of other contractors must be requested in writing by the Subscriber and shall be at the expense of the Subscriber.

D. Contractor assumes no liability for delays in installation of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption of the telephone service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

E. If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes in the system, as originally installed, the Subscriber agrees, on demand, to pay to Contractor the cost of such changes.

10. It is understood that Contractor's entire obligation is contained in this Agreement and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the system, or any device or devices of the Subscriber or of others to which Contractor's equipment is attached, unless contained in this Agreement.

11. Subject to any of Contractor's obligations contained herein, Contractor shall pay all ordinary expenses of maintenance and repairs of the system. Should any part of the system be damaged by the Subscriber, his employees, or his customers, or by fire, water or other extraneous causes, Subscriber shall pay for the repairs.

12. A. Subscriber agrees not to tamper with, disturb (including the addition of foreign devices thereto), injure or remove or otherwise interfere with the system, or any equipment, apparatus or personal property which is related thereto, nor to permit anyone else to do so, except upon written consent of Contractor, and shall indemnify and hold Contractor harmless from any loss to the system by any cause other than ordinary wear and tear. It is further agreed that the system shall not be moved or relocated for any reason except upon express written consent of Contractor, and at Subscriber's cost. Subscriber shall promptly notify Contractor of any remodeling or alteration to the premises. Subscriber shall notify Contractor, in writing, of any error or omission in the construction or installation of the system within five (5) days after completion of the installation or such failure will be deemed an irrevocable acceptance of the system by Subscriber.

B. Subscriber shall use the property in a careful and proper manner, and shall comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the system. Subscriber shall carefully and properly set the alarm system each night or at such other time as Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period, and shall immediately report to Contractor any inadequacy in, or failure of, the system. Contractor shall make such repairs as shall be deemed necessary as soon after receipt of notice as is reasonably possible.

C. Subscriber acknowledges that the entire system installed in Subscriber's premises other than non-recoverable equipment (including conduit and wiring) is and shall at all times remain the property of Contractor and Subscriber agrees that he will neither damage, encumber nor dispose of the system nor permit such property to be damaged, encumbered or taken from the premises nor to be tampered with or repaired by anyone but authorized agents and subcontractors of Contractor. In the event of damage or loss to the system or equipment of Contractor on the premises of Subscriber, for any reason whatsoever, Subscriber agrees to pay to Contractor a sum equal to the replacement value of the system and equipment furnished by Contractor.

13. Upon the expiration of this Agreement by lapse of time or otherwise, Contractor and its assigns are authorized to enter upon the premises to remove the system, except non-recoverable equipment, including all component parts, all connections and other materials comprising the system, and Contractor shall not be responsible for any damage caused by its action, and shall not be obligated to repair, redecorate or restore any part of the premises after removal of the system. Removal of the system shall be without prejudice to the collection of any and all sums due under this agreement. Subscriber shall, in such event, return the system upon the termination of this agreement in the same condition as when installed, ordinary wear and tear excepted.

14. Subscriber agrees that Contractor shall have the right at the end of each twelve (12) month period (annually) to increase or decrease the maintenance charges provided for on the face of this agreement upon giving Subscriber written notice of such change at least sixty (60) days prior to the effective date thereof; provided that Subscriber may terminate this agreement with respect to the unexpired term thereof by giving written notice to Contractor of its intention to terminate thirty (30) days prior to such effective date and by paying all accrued charges for services rendered until such date.

15. This agreement may be suspended or canceled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

16. The following events constitute defaults:

A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.

B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.

C. Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.

D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

17. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this agreement.

B. To remove the system, in which case Contractor shall be entitled to recover the existing amounts due under this agreement for said services up to the date of removal of the system and in addition thereto Contractor shall be entitled to recover damages computed by subtracting from the total sum Contractor would have received had the term of this agreement been completed, and the anticipated cost of replacement materials and equipment over the unexpired term of this agreement, the cost of the materials and equipment to be determined by Contractor from its prior experience. Subscriber acknowledges and agrees that said costs are the only costs involved.

C. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.

D. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach, including removal of the system from the premises without written permission of Contractor or by the failure of Subscriber to notify Contractor of any change of address.

18. A. Subscriber acknowledges that the sale or transfer of Subscriber's residence, business of Subscriber, or assets related to the business shall not relieve Subscriber of the duties and obligations contained herein. Subscriber may not assign this agreement, or any rights inuring under this agreement or under the relationship created hereby either voluntarily or by operation of law, except upon the prior written consent of Contractor.

B. Contractor shall have the right to assign this agreement to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to subcontract any services which it is obligated to perform hereunder.

19. The entire agreement of the parties is expressed hereinabove (together with any individually signed service agreements and riders hereto), and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this agreement.

20. Should there arise a conflict of terms and conditions between this agreement and any purchase order, it is agreed that the provisions of this agreement shall control.

21. Each of the terms of this Agreement are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

22. This writing is intended by the parties as the final expression of their agreement with respect of the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.



FIRE & SECURITY SYSTEMS, INC.
 516 W. CAMPUS DRIVE
 AGENCY #127-000144

10-16-59828

DESIGN, INSTALLATION & SERVICE SINCE 1970
 ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
 CONTRACTOR #124-000440 - FAX (847)577-1997

REMOTE STATION SIGNALING AGREEMENT

THIS AGREEMENT made this 17th day of September in the year 2013

between FIRE & SECURITY SYSTEMS, INC., an Illinois Corporation, (hereinafter referred to as "Contractor"), of Arlington Heights, Illinois and

Name Village of Willowbrook

Address 1750 Oakley Street Willowbrook, IL 60517 Telephone (630) 325-9718
 (hereinafter referred to as "Subscriber")

WHERE IT IS MUTUALLY AGREED AS FOLLOWS: In consideration of covenants and conditions herein contained Subscriber and Contractor agree as follows, subject to terms and conditions, as described, Contractor will provide and maintain, or cause to be provided and maintained, a Remote Monitor Panel facility at The State P.P.S.

1. Subscriber herewith agrees to lease from Contractor a Direct Connect Digital monitoring Radio monitoring position of said Remote Monitor Panel facility for a connection and monthly rate as stipulated under the following schedule. Panel position to be utilized for monitoring of a fire alarm system at premises located at Village of Willowbrook, 1750 Oakley Street Willowbrook, IL 60517

2. For such connection, Subscriber shall pay to Contractor \$500.00 Dollars per month, invoiced quarterly in advance for so long as Subscriber's system is connected to the Remote Station Monitoring Panel facility. Charges are due and payable when invoiced. A late payment charge of 1 1/4 % per month shall be added to all payments that are delinquent for more than thirty (30) days. This will be an annual rate of 18%. The minimum late payment charge is (\$5.00) per month. Alternatively, the late payment charge shall be at the highest legal rate per month. Contractor may terminate connection to Remote Station panel without notice at any time after a thirty (30) day delinquency period of unpaid charges.

3. This Agreement shall continue for as long as Subscriber contracts with Contractor for the performance of monitoring service. This Agreement may be canceled by Subscriber at any time upon notifying Contractor in writing thirty (30) days in advance of termination.

4. No advanced payments will be returned to Subscriber upon notification of termination.

5. The local protective system at Subscriber's premises is not the property of Contractor and is to be kept in working condition by Subscriber, and Contractor shall not be responsible at any time, for its working condition or any failure of same, unless contracted for under separate Agreement.

6. All charges made by any telephone company for installation, monthly line charges, and service charges for telephone lines and/or accessories to transmit signals between Subscriber's protected premises and the Remote Station facility shall be paid by Subscriber.

7. It shall be the duty of Subscriber to arrange for restoration of telephone company facilities when required.

8. Subscriber represents that he has secured whatever permission is necessary from authorities having jurisdiction for monitoring of his premises alarm. Subscriber agrees to pay, in addition to the stated charges above, any false alarm assessments, taxes, fees, permits or any other charges, existing or imposed in the future by any Governmental body or other organization relating to the installation or services provided under this Agreement.

9. Subscriber understands that signals transmitted pursuant to this Agreement will be monitored in a Remote Station facility, and that the personnel of such Remote Station are not the agents of Contractor, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

10. Contractor assumes no liability for delays in service of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in a telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

11. It is understood that Contractor's entire obligation is contained in this Agreement, and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the System or the equipment, or any device or devices of the Subscriber or of others to which system is attached, unless contracted for under separate Agreement.

12. Contractor shall have the right to increase the monthly service charge provided above at any time, or times after the expiration of one year from the date service is operative under this Agreement, upon giving the Subscriber written notice thirty (30) days in advance of the effecting date of such increase. If increase is imposed by any Governmental body or other organization, such increase will take effect immediately with written notice.

13. Should there arise a conflict of terms and conditions between this Agreement and any Purchase Order, it is agreed that the provisions of this Agreement shall control.

14. This Agreement shall be governed by and construed under the laws of the State of Illinois. The parties further agree that venue shall be proper in the County of Cook, in the State of Illinois, should any portion of this Agreement have to be legally enforced.

15. Each of the terms of this Contract are serviceable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

16. This Agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this Agreement.

17. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereof.

18. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 19.

[Signature]
 Sales Representative
[Signature]
 Authorized Representative / Title

SUBSCRIBER:
[Signature]
 By [Signature]
 By TIMOTHY J. HALLIK, Village of Willowbrook
 Print name and title
 Date 9/26/13

LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences therefrom which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of a Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this Agreement, or from the failure of the system to operate properly, with resulting loss to subscriber because of, among other things:

- . The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- . The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- . The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- . The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage respectively of cause or origin results directly or indirectly, to persons or property from performance or non-performance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may, as a matter of right, obtain from Contractor a higher limit by paying in additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer.

When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this Agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on the Subscriber's premises, and which losses, damages and liability are solely and directly caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

ADDITIONAL TERMS AND CONDITIONS:

20. This Agreement may be suspended or canceled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or continue to be retained as the service provider for the connections or have the privileges necessary for the transmission of signals by means of conductors or other means between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

21. The following events constitute defaults:

- A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.
- B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.
- C. Any affirmative act or insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.
- D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

22. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

- A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this Agreement.
- B. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.
- C. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach.

23. Any claim against Contractor must be filed within one (1) year from the date of occurrence, failing which, Subscriber shall waive any right they may otherwise have.

24. When the transmission of signals to the Remote Station is provided via use of a digital communicator, Subscriber shall be responsible for the furnishing, installation and maintenance of the coupler or other similar device which connects the communicator to the telephone transmission wires, and the furnishing installation and maintenance of the telephone transmission wires which will transmit alarm signals to the monitoring facility. Subscriber acknowledges that Contractor shall not be liable for the activation, interruption, operation or non-operation of the coupler, telephone or telephone transmission wires, since Contractor has no control or supervision of any such equipment. In the event of the failure of any such equipment, Subscriber acknowledges that no alarm signal will be transmitted to the monitoring facility. The control and supervision of such equipment is the responsibility of Subscriber and the telephone company.

25. Should Subscriber's radio malfunction, it could interfere with the proper operation of the entire Network and other radio transmission. Federal Communications Commission regulations mandate that Contractor have immediate access to Subscriber's transmitter in the event of interference. Accordingly, Subscriber agrees to: (A) provide Contractor with immediate access to the premises as necessary; or (B) give Contractor immediate access on a 24 hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmission, and Contractor agrees to give Subscriber the maximum notice feasible in those circumstances. In the event Subscriber refuses Contractor access, Subscriber hereby authorizes Contractor to: (A) apply for an ex parte court order permitting access to fix or remove the transmitter; or (B) take whatever other steps it deems reasonable under the circumstances. Subscriber agrees to pay all expenses, including reasonable attorney's fees incurred in connection with such proceedings. Subscriber hereby waives the right to commence a civil or criminal proceeding in the event Contractor enters Subscriber's premises for the purpose of fixing or removing the radio transmitter.

26. The digital communicator and/or radio transmitter is programmed with information unique to Subscriber and the Subscriber's address. Should Subscriber move the communicator and/or transmitter to a new location, or sell the premises with the communicator and/or radio transmitter, in order for the communicator and/or radio transmitter to continue operating properly and maintain contact with the Network, Subscriber must notify Contractor, which will provide further instructions.

27. Any radio signal, although generally reliable, may be subject to blockage inhibiting intended operation due to the very nature of radio signals. Subscriber acknowledges that radio system is sensitive in nature to external events that can cause it to activate, these shall not be deemed as a breach of Contractor's service.

28. Contractor shall have the right to assign this agreement to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to subcontract any services which it is obligated to perform hereunder. Subscriber may not transfer this agreement to another person, firm or corporation without the written approval of Contractor.



1056 B 926

FIRE & SECURITY SYSTEMS, INC.
516 W. CAMPUS DRIVE
AGENCY #127-000144

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

LEASE AGREEMENT

THIS AGREEMENT made this 11th day of September, 2013, between FIRE & SECURITY SYSTEMS, INC. (hereinafter referred to as "CONTRACTOR") of Arlington Heights, Illinois and

NAME Village of Wilmette

ADDRESS 760 Quincy Street Wilmette, IL 60097

TELEPHONE (630) 312-6215

(hereinafter referred to as "SUBSCRIBER")

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:

1. Contractor agrees to install and maintain or cause to be installed and maintained; during the term of this agreement and any renewals thereof, at the premises located at Village of Wilmette 760 Quincy Street Wilmette, IL 60097

a Fire Alarm system as described in the Schedule attached hereto and made a part hereof. Subscriber acknowledges that representatives of Contractor have described the availability of other devices and systems and that Subscriber has elected to have the System described herein to be installed by Contractor.

2. Subscriber agrees to pay to Contractor, its agents or assigns, for the installation of system, the sum of \$0.00

completion of system and subsequent submission of invoice from Contractor, and to pay Contractor, in addition to such installation charge, for servicing and maintenance of said system while this agreement is in force and effect (whether for the initial period herein or for any extension or renewal period of this agreement, \$ 0.00 per month payable quarterly in advance. A late payment charge of one and one-half (1 1/2%) percent per month shall be added to all payments that are delinquent for more than 30 days. This would be an annual percentage rate of eighteen (18%) percent. The minimum late charge is fifty cents (50¢) per month. Alternatively, the late payment charge shall be at the highest legal rate per month.

3. Subscriber agrees, that it has secured whatever permission is necessary from local authorities for the installation and services to be rendered hereunder, and in addition to the foregoing, to pay any false alarm assessments, taxes, fees, permits and charges imposed by any governmental authority or other organization, on or relating to the system or the installation or services provided under this agreement, including, but not limited to, telephone charges and Underwriter Laboratory fees.
4. This contract shall be in force and effect for a period of 5 years from the date hereof (each full 12 calendar months from the date hereof being considered one year), and shall automatically be extended for successive one year terms, unless Subscriber notifies Contractor at least thirty (30) days prior to the expiration of the term of a succeeding one year term of his intent to cancel this Agreement.

5. LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences thereof from which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or non-performance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer. When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on Subscriber's premises, and which losses, damages and liability are solely caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

6. This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.

7. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection when attached hereto, are incorporated herein and by reference made a part hereof.

8. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE, AND IN PARTICULAR PARAGRAPH #5 ABOVE.

By [Signature] Sales Representative
Approved [Signature] Authorized Representative
Date 11/6/13

SUBSCRIBER:
Village of Wilmette
By [Signature]
Date 9-22-13

9. A. Contractor shall, at all times during business hours, have the right to enter on the premises where the system may be located for the purpose of performing all the work necessary to install, maintain, inspect, test and repair the system and to make any changes or alterations to the system and related equipment which it deems necessary or appropriate to the installation and maintenance of the system and related equipment, and Contractor shall not be responsible for any condition created thereby.

B. Subscriber warrants that it has full authority from the owner or any other person in control of the premises to permit installation of the system under all conditions hereinabove described.

C. Subscriber shall cooperate with Contractor in the installation of the system, and agrees to furnish any necessary electrical power at Subscriber's own expense. Any variation from or alteration of the installation, herein specified, or use of other contractors must be requested in writing by the Subscriber and shall be at the expense of the Subscriber.

D. Contractor assumes no liability for delays in installation of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption of the telephone service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

E. If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes in the system, as originally installed; the Subscriber agrees, on demand, to pay to Contractor the cost of such changes.

10. It is understood that Contractor's entire obligation is contained in this Agreement and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the system, or any device or devices of the Subscriber or of others to which Contractor's equipment is attached, unless contained in this Agreement.

11. Subject to any of Contractor's obligations contained herein, Contractor shall pay all ordinary expenses of maintenance and repairs of the system. Should any part of the system be damaged by the Subscriber, his employees, or his customers, or by fire, water or other extraneous causes, Subscriber shall pay for the repairs.

12. A. Subscriber agrees not to tamper with, disturb (including the addition of foreign devices thereto), injure or remove or otherwise interfere with the system, or any equipment, apparatus or personal property which is related thereto, nor to permit anyone else to do so, except upon written consent of Contractor, and shall indemnify and hold Contractor harmless from any loss to the system by any cause other than ordinary wear and tear. It is further agreed that the system shall not be moved or relocated for any reason except upon express written consent of Contractor, and at Subscriber's cost. Subscriber shall promptly notify Contractor of any remodeling or alteration to the premises. Subscriber shall notify Contractor, in writing, of any error or omission in the construction or installation of the system within five (5) days after completion of the installation or such failure will be deemed an irrevocable acceptance of the system by Subscriber.

B. Subscriber shall use the property in a careful and proper manner, and shall comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the system. Subscriber shall carefully and properly set the alarm system each night or at such other time as Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period, and shall immediately report to Contractor any inadequacy in, or failure of, the system. Contractor shall make such repairs as shall be deemed necessary as soon after receipt of notice as is reasonably possible.

C. Subscriber acknowledges that the entire system installed in Subscriber's premises other than non-recoverable equipment (including conduit and wiring) is and shall at all times remain the property of Contractor and Subscriber agrees that he will neither damage, encumber nor dispose of the system nor permit such property to be damaged, encumbered or taken from the premises nor to be tampered with or repaired by anyone but authorized agents and subcontractors of Contractor. In the event of damage or loss to the system or equipment of Contractor on the premises of Subscriber, for any reason whatsoever, Subscriber agrees to pay to Contractor a sum equal to the replacement value of the system and equipment furnished by Contractor.

13. Upon the expiration of this Agreement by lapse of time or otherwise, Contractor and its assigns are authorized to enter upon the premises to remove the system, except non-recoverable equipment, including all component parts, all connections and other materials comprising the system, and Contractor shall not be responsible for any damage caused by its action, and shall not be obligated to repair, redecorate or restore any part of the premises after removal of the system. Removal of the system shall be without prejudice to the collection of any and all sums due under this agreement. Subscriber shall, in such event, return the system upon the termination of this agreement in the same condition as when installed, ordinary wear and tear excepted.

14. Subscriber agrees that Contractor shall have the right at the end of each twelve (12) month period (annually) to increase or decrease the maintenance charges provided for on the face of this agreement upon giving Subscriber written notice of such change at least sixty (60) days prior to the effective date thereof; provided that Subscriber may terminate this agreement with respect to the unexpired term thereof by giving written notice, to Contractor of its intention to terminate thirty (30) days prior to such effective date and by paying all accrued charges for services rendered until such date.

15. This agreement may be suspended or cancelled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

16. The following events constitute defaults:

A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.

B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.

C. Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.

D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

17. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this agreement.

B. To remove the system, in which case Contractor shall be entitled to recover the existing amounts due under this agreement for said services up to the date of removal of the system and in addition thereto Contractor shall be entitled to recover damages computed by subtracting from the total sum Contractor would have received had the term of this agreement been completed, and the anticipated cost of replacement materials and equipment over the unexpired term of this agreement, the cost of the materials and equipment to be determined by Contractor from its prior experience. Subscriber acknowledges and agrees that said costs are the only costs involved.

C. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.

D. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach, including removal of the system from the premises without written permission of Contractor or by the failure of Subscriber to notify Contractor of any change of address.

18. A. Subscriber acknowledges that the sale or transfer of Subscriber's residence, business of Subscriber, or assets related to the business shall not relieve Subscriber of the duties and obligations contained herein. Subscriber may not assign this agreement, or any rights inuring under this agreement or under the relationship created hereby either voluntarily or by operation of law, except upon the prior written consent of Contractor.

B. Contractor shall have the right to assign this agreement to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to subcontract any services which it is obligated to perform hereunder.

19. The entire agreement of the parties is expressed hereinabove (together with any individually signed service agreements and riders hereto), and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this agreement.

20. Should there arise a conflict of terms and conditions between this agreement and any purchase order, it is agreed that the provisions of this agreement shall control.

21. Each of the terms of this Agreement are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

22. This writing is intended by the parties as the final expression of their agreement with respect of the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.



FIRE & SECURITY SYSTEMS, INC.
516 W. CAMPUS DRIVE
AGENCY #127-000144

1056/59835

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

REMOTE STATION SIGNALING AGREEMENT

THIS AGREEMENT made this 12th day of September in the year 2010

between FIRE & SECURITY SYSTEMS, INC., an Illinois Corporation, (hereinafter referred to as "Contractor"), of Arlington Heights, Illinois and

Name Village of Wilmette

Address 5750 Orleans Street Wilmette IL 60091 Telephone (847) 271-1100

(hereinafter referred to as "Subscriber")

WHERE IT IS MUTUALLY AGREED AS FOLLOWS: In consideration of covenants and conditions herein contained Subscriber and Contractor agree as follows, subject to terms and

conditions, as described, Contractor will provide and maintain, or cause to be provided and maintained, a Remote Monitor Panel facility at 5750 Orleans Street

5750 Orleans Street Wilmette IL 60091

1. Subscriber herewith agrees to lease from Contractor a Direct Connect Digital monitoring Radio monitoring position of said Remote Monitor Panel facility for a connection and monthly rate as stipulated under the following schedule. Panel position to be utilized for monitoring of a fire alarm system

at premises located at Village of Wilmette 5750 Orleans Street Wilmette, IL 60091

2. For such connection, Subscriber shall pay to Contractor \$50.00 Dollars, Dollars,

for installation and \$37.00 Dollars per month, invoiced quarterly in advance for so long as Subscriber's system is connected to the Remote Station Monitoring Panel facility. Charges are due and payable when invoiced.

A late payment charge of 1 1/2 % per month shall be added to all payments that are delinquent for more than thirty (30) days. This will be an annual rate of 18%. The minimum late payment charge is (\$5.00) per month. Alternatively, the late payment charge shall be at the highest legal rate per month. Contractor may terminate connection to Remote Station panel without notice at any time after a thirty (30) day delinquency period of unpaid charges.

3. This Agreement shall continue for as long as Subscriber contracts with Contractor for the performance of monitoring service. This Agreement may be canceled by Subscriber at any time upon notifying Contractor in writing thirty (30) days in advance of termination.

4. No advanced payments will be returned to Subscriber upon notification of termination.

5. The local protective system at Subscriber's premises is not the property of Contractor and is to be kept in working condition by Subscriber, and Contractor shall not be responsible at any time; for its working condition or any failure of same, unless contracted for under separate Agreement.

6. All charges made by any telephone company for installation, monthly line charges, and service charges for telephone lines and/or accessories to transmit signals between Subscriber's protected premises and the Remote Station facility shall be paid by Subscriber.

7. It shall be the duty of Subscriber to arrange for restoration of telephone company facilities when required.

8. Subscriber represents that he has secured whatever permission is necessary from authorities having jurisdiction for monitoring of his premises alarm. Subscriber agrees to pay, in addition to the stated charges above, any false alarm assessments, taxes, fees, permits or any other charges, existing or imposed in the future by any Governmental body or other organization relating to the installation or services provided under this Agreement.

9. Subscriber understands that signals transmitted pursuant to this Agreement will be monitored in a Remote Station facility, and that the personnel of such Remote Station are not the agents of Contractor, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

10. Contractor assumes no liability for delays in service of the system or for interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in a telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes.

11. It is understood that Contractor's entire obligation is contained in this Agreement, and that Contractor is in no way obligated to maintain, repair, service, operate or assure the operation of the System or the equipment, or any device or devices of the Subscriber or of others to which system is attached, unless contracted for under separate Agreement.

12. Contractor shall have the right to increase the monthly service charge provided above at any time, or times after the expiration of one year from the date service is operative under this Agreement, upon giving the Subscriber written notice thirty (30) days in advance of the effecting date of such increase. If increase is imposed by any Governmental body or other organization, such increase will take effect immediately with written notice.

13. Should there arise a conflict of terms and conditions between this Agreement and any Purchase Order, it is agreed that the provisions of this Agreement shall control.

14. This Agreement shall be governed by and construed under the laws of the State of Illinois. The parties further agree that venue shall be proper in the County of Cook, in the State of Illinois, should any portion of this Agreement have to be legally enforced.

15. Each of the terms of this Contract are serviceable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

16. This Agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this Agreement.

17. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereof.

18. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 19.

Fire & Security Systems, Inc.

SUBSCRIBER:

By [Signature]
Sales Representative

Village of Wilmette
By [Signature]

Approved [Signature]
Authorized Representative / Title

By THOMAS J. HARRIS, VILLAGE ADMIN.
Print name and title

Date 11/2/10

Date 9/20/10

9. **LIMITATION OF LIABILITY:** Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences there from which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this Agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
3. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum equal to the total of six monthly payments or \$250.00 whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or nonperformance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may, as a matter of right, obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer.

When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this Agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on the Subscriber's premises, and which losses, damages and liability are solely and directly caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

ADDITIONAL TERMS AND CONDITIONS:

20. This Agreement may be suspended or canceled without notice at the option of Contractor, if remote station, the premises, the system, or any connecting wires or related equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Contractor is unable to secure or continue to be retained as the service provider for the connections or have the privileges necessary for the transmission of signals by means of conductors or other means between the premises and the municipal fire or police departments, or other place of connection, and Contractor shall not be liable for any damages or subject to any penalty as a result of such termination.

21. The following events constitute defaults:

- A. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.
- B. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.
- C. Any affirmative act or insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.
- D. The filing of any involuntary petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of the filing or appointment.

22. Contractor shall have the right, but shall not be obligated to exercise any one or more of the following remedies:

- A. To recover the existing amounts due from Subscriber and continue to service the system, in which case Contractor shall be entitled to recover the monthly amounts due under this Agreement.
- B. To recover from Subscriber all sums Contractor may be entitled to under the law by virtue of the Subscriber's default.
- C. To recover all reasonable costs of collection, including attorney's fees, which may be occasioned by Subscriber's breach.

23. Any claim against Contractor must be filed within one (1) year from the date of occurrence, failing which, Subscriber shall waive any right they may otherwise have.

24. When the transmission of signals to the Remote Station is provided via use of a digital communicator, Subscriber shall be responsible for the furnishing, installation and maintenance of the coupler or other similar device which connects the communicator to the telephone transmission wires, and the furnishing installation and maintenance of the telephone transmission wires which will transmit alarm signals to the monitoring facility. Subscriber acknowledges that Contractor shall not be liable for the activation, interruption, operation or non-operation of the coupler, telephone or telephone transmission wires, since Contractor has no control or supervision of any such equipment. In the event of the failure of any such equipment, Subscriber acknowledges that no alarm signal will be transmitted to the monitoring facility. The control and supervision of such equipment is the responsibility of Subscriber and the telephone company.

25. Should Subscriber's radio malfunction, it could interfere with the proper operation of the entire Network and other radio transmission. Federal Communications Commission regulations mandate that Contractor have immediate access to Subscriber's transmitter in the event of interference. Accordingly, Subscriber agrees to: (A) provide Contractor with immediate access to the premises as necessary; or (B) give Contractor immediate access on a 24 hour basis to the radio transmitter in the event of a malfunction which could affect other radio transmission, and Contractor agrees to give Subscriber the maximum notice feasible in those circumstances. In the event Subscriber refuses Contractor access, Subscriber hereby authorizes Contractor to: (A) apply for an ex parte court order permitting access to fix or remove the transmitter; or (B) take whatever other steps it deems reasonable under the circumstances. Subscriber agrees to pay all expenses, including reasonable attorney's fees incurred in connection with such proceedings. Subscriber hereby waives the right to commence a civil or criminal proceeding in the event Contractor enters Subscriber's premises for the purpose of fixing or removing the radio transmitter.

26. The digital communicator and/or radio transmitter is programmed with information unique to Subscriber and the Subscriber's address. Should Subscriber move the communicator and/or transmitter to a new location, or sell the premises with the communicator and/or radio transmitter, in order for the communicator and/or radio transmitter to continue operating properly and maintain contact with the Network, Subscriber must notify Contractor, which will provide further instructions.

27. Any radio signal, although generally reliable, may be subject to blockage inhibiting intended operation due to the very nature of radio signals. Subscriber acknowledges that radio system is sensitive in nature to external events that can cause it to activate, these shall not be deemed as a breach of Contractor's service.

28. Contractor shall have the to assign this agreement to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to subcontract any services which it is obligated to perform hereunder. Subscriber may not transfer this agreement to another person, firm or corporation without the written approval of Contractor.

February 10, 2014

Village of Willowbrook
7760 Quincy St
Willowbrook, IL 60521

Re: Agreement for 700 Willowbrook Centre Parkway, Willowbrook, Illinois

Enclosed you will find a copy of the approved Agreement you have signed with us for your records and the corresponding invoice. We appreciate you allowing us to provide this service to you.

We would like to take this opportunity to thank you for your continued confidence in Fire & Security Systems, Inc. by allowing us to do this work for you. FSS is a technology solutions provider dedicated to making new products and technologies available to you to meet your needs.

From design to installation completion for new and existing facilities, you can depend on FSS to monitor, service, inspect and maintain your systems at the highest possible standards. Our pledge for total customer satisfaction is a commitment we take very seriously to ensure a long-lasting business relationship based on performance, trust and integrity.

If we can be of further assistance, please do not hesitate to call. We look forward to being of service.

Sincerely,



Laurie Fischer
Account Representative
Laurief@fssprotect.com



1056/10302

FIRE & SECURITY SYSTEMS, INC.
516 W CAMPUS DRIVE
AGENCY #127-000144

SYSTEM SALES AGREEMENT

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

THIS AGREEMENT made this 29th day of January 2011
between FIRE & SECURITY SYSTEMS, INC., an Illinois corporation, (hereinafter referred to as "Contractor"), of Arlington Hts, Illinois and

Name Village of Willowbrook
Address 7760 Quincy Street Willowbrook, IL 60527
Telephone (708) 333-8215

(hereinafter referred to as "subscriber").

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:
1. Contractor shall furnish to Subscriber the following system as described in the schedule attached hereto, and made a part hereof, at Village of Willowbrook Public Works 700 Willowbrook Centre Hwy Willowbrook, IL

2. Subscriber shall accept the system and pay to the Contractor the total sum of \$ 50,225.00 (Five Thousand Two Hundred Twenty Five Dollars and 00/100) dollars, upon completion of installation unless otherwise stated, plus all applicable taxes, fees and other governmental charges. A late payment charge of 1½% per month shall be added to all payments that are delinquent for more than thirty (30) days. This is an annual percentage rate of 18%. The minimum late payment charge is \$.50 per month. Alternatively, the late payment charge shall be at the highest legal rate per month.

3. As part of the foresaid consideration, Contractor shall install the equipment in a reasonable, workmanlike manner. Subscriber will cooperate with the Contractor in the installation of the system.

4. Subscriber understands and agrees that the installation, or removal of the System, may result in some damage to Subscriber's premises. In installing, or removing, the System in a reasonable and workmanlike manner, Subscriber agrees that Contractor shall not be liable for damage to Subscriber's premises arising therefrom.

5. During the warranty period and prior to full payment for the system by Subscriber, Contractor shall at all times during business hours have the right to enter on the Subscriber's premises where the System may be located for the purpose of inspecting it or observing its use.

6. Contractor assumes no liability for delays in installation, maintenance, or repair of the System or for the interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes. Contractor further shall not be liable for any damage to Subscriber's premises arising from Contractor's reasonable workmanlike performance of necessary installation, maintenance or repair of the System.

7. If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes in the System, as originally installed, the Subscriber agrees, on demand, to pay to Contractor the cost of such change.

8. If any part of the system installed under this agreement proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation, it will be repaired or replaced at Contractor's option with a new or functionally operative part. Material required to repair or to replace such defective components will be free of charge for a period of one (1) year following the completion of the original installation. Labor will be provided without charge for a period of ninety (90) days after the date of completion. Likewise all implied warranties, including the implied warranties of merchantability and of fitness, are limited in duration from ninety (90) days of the date of completion of installation.

9. The warranty printed above does not apply to the conditions listed below, and in the event Subscriber requests Contractor to service under warranty, and upon inspection by the Contractor's representative, it is found that one of these below mentioned conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the Contractor's representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty", a charge will be made for such work at the Contractor's then applicable rates for labor and material.

The conditions not covered by the warranty are as follows:

- A. Damage resulting from accident, act of God, alteration, misuse, tampering and abuse.
- B. Subscriber error in closing or securing doors, windows, or other point protected by any burglar alarm device.
- C. Failure of the Subscriber to follow operating instructions provided by the Contractor at the time of installation.

10. This is a Sales Agreement only; except as otherwise stated herein the Contractor has no obligation under the terms of this Sales Agreement to undertake any service, repair, or maintenance obligation of any kind whatsoever with respect to the system.

11. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereto.

12. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 13.

Fire & Security Systems, Inc.
By [Signature] Sales Representative
Approved [Signature] Authorized Representative
Date 2/11/11

SUBSCRIBER:
Village of Willowbrook
By [Signature]
Date 2/11/11

13. LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences therefrom which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

- A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;
- C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;
- D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum of \$250.00, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or nonperformance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer.

When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on the Subscriber's premises, and which losses, damages and liability are solely and directly caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

Other than the provisions in this Sales Agreement, Contractor makes no express or implied warranty of merchantability or of the fitness of the property for any purpose. Further, consequential damages, if any, for breach of any express or implied warranty, including breach of the implied warranties of merchantability or fitness, are limited to \$250.00, in accordance with paragraph 13 herein.

14. Title to the system is to remain the property of Contractor until the full purchase price is paid.

15. The following events constitute defaults:

- a. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.
- b. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.
- c. Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.
- d. The filing of any involuntary Petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of filing or appointment.
- e. The subjecting of any of Subscriber's property in a levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

16. On the occurrence of any of the events defined in Number 15 as constituting defaults, Contractor may, without notice to or demand on Subscriber, exercise any and all rights under law, or in equity, which rights shall be cumulative.

In the event of default by Subscriber herein, Subscriber shall in addition to all other sums that Subscriber owes to Contractor pay to Contractor a reasonable sum for its attorney's fees incurred as a result thereof.

17. This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.

18. This Sales Agreement shall be governed by and construed under the laws of the State of Illinois.

19. Should there arise a conflict of terms and conditions between this Agreement and any purchase order, it is agreed that the provisions of this contract shall control.

20. This writing is intended by the parties as the final expression of their agreement with respect of the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

21. Each of the terms of this Contract are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

22. This agreement is not assignable by Subscriber except upon the written consent of the Contractor.



FIRE & SECURITY SYSTEMS, INC.

516 W CAMPUS DRIVE
AGENCY #127-000144

SYSTEM SALES AGREEMENT

DESIGN, INSTALLATION & SERVICE SINCE 1970
ARLINGTON HEIGHTS, IL 60004 - PHONE (847)577-1950
CONTRACTOR #124-000440 - FAX (847)577-1997

THIS AGREEMENT made this 19th day of January, 2000,
between FIRE & SECURITY SYSTEMS, INC., an Illinois corporation, (hereinafter referred to as "Contractor"), of Arlington Hts.,
Illinois and

Name Village of Willowbrook

Address 7760 Quincey Street Willowbrook, IL 60527

Telephone (630) 321-8215

(hereinafter referred to as "subscriber")

In consideration of the covenants and conditions herein contained Subscriber and Contractor agree as follows:

1. Contractor shall furnish to Subscriber the following system as described in the schedule attached hereto, and made a part hereof,

at Village of Willowbrook Public Works 700 Willowbrook Centre Park Willowbrook, IL

2. Subscriber shall accept the system and pay to the Contractor the total sum of

\$ 55,225.00 Five Thousand Two Hundred Twenty Five Dollars and 00/100

dollars, upon completion of installation unless otherwise stated, plus all applicable taxes, fees and other governmental charges. A late payment charge of 1 1/2% per month shall be added to all payments that are delinquent for more than thirty (30) days. This is an annual percentage rate of 18%. The minimum late payment charge is \$ 50 per month. Alternatively, the late payment charge shall be at the highest legal rate per month.

3. As part of the foresaid consideration, Contractor shall install the equipment in a reasonable, workmanlike manner. Subscriber will cooperate with the Contractor in the installation of the system.

4. Subscriber understands and agrees that the installation, or removal of the System, may result in some damage to Subscriber's premises. In installing, or removing, the System in a reasonable and workmanlike manner, Subscriber agrees that Contractor shall not be liable for damage to Subscriber's premises arising therefrom.

5. During the warranty period and prior to full payment for the system by Subscriber, Contractor shall at all times during business hours have the right to enter on the Subscriber's premises where the System may be located for the purpose of inspecting it or observing its use.

6. Contractor assumes no liability for delays in installation, maintenance, or repair of the System or for the interruption of service due to strikes, riots, floods, fires, acts of God, or any causes beyond the control of the Contractor, including interruption in telephone company service. Contractor shall not be required to supply service to Subscriber during the time that service is interrupted due to the above mentioned causes. Contractor further shall not be liable for any damage to Subscriber's premises arising from Contractor's reasonable workmanlike performance of necessary installation, maintenance or repair of the System.

7. If an insurance company, or any inspection bureau having jurisdiction, or the Subscriber by his own act, shall require or make necessary any changes in the System, as originally installed, the Subscriber agrees, on demand, to pay to Contractor the cost of such change.

8. If any part of the system installed under this agreement proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation, it will be repaired or replaced at Contractor's option with a new or functionally operative part. Material required to repair or to replace such defective components will be free of charge for a period of one (1) year following the completion of the original installation. Labor will be provided without charge for a period of ninety (90) days after the date of completion. Likewise all implied warranties, including the implied warranties of merchantability and of fitness, are limited in duration from ninety (90) days of the date of completion of installation.

9. The warranty printed above does not apply to the conditions listed below, and in the event Subscriber requests Contractor to service under warranty, and upon inspection by the Contractor's representative, it is found that one of these below mentioned conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the Contractor's representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty", a charge will be made for such work at the Contractor's then applicable rates for labor and material.

The conditions not covered by the warranty are as follows:

- A. Damage resulting from accident, act of God, alteration, misuse, tampering and abuse.
- B. Subscriber error in closing or securing doors, windows, or other point protected by any burglar alarm device.
- C. Failure of the Subscriber to follow operating instructions provided by the Contractor at the time of installation.

10. This is a Sales Agreement only; except as otherwise stated herein the Contractor has no obligation under the terms of this Sales Agreement to undertake any service, repair, or maintenance obligation of any kind whatsoever with respect to the system.

11. The Terms and Conditions set forth on the reverse side and on the Schedule of Protection attached hereto, are incorporated herein and by reference made a part hereto.

12. SUBSCRIBER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE AND IN PARTICULAR PARAGRAPH NO. 13.

Fire & Security Systems, Inc.
By [Signature]
Sales Representative

Approved _____
Authorized Representative

Date _____

SUBSCRIBER:
Village of Willowbrook

By _____

Date _____

13. LIMITATION OF LIABILITY: Fire & Security Systems, Inc. (hereinafter referred to as "Contractor"), does not represent or warrant that the alarm system may not be circumvented or compromised, or that the system will in all cases provide protection against occurrences or the consequences therefrom which the system is designed to detect or avert. It is agreed that Contractor is not an insurer. Insurance, if any, will be obtained by the Subscriber and payments hereinbefore specified are based solely upon the services herein described, and are unrelated to the value of the Subscriber's property or property of others located in Subscriber's premises.

It is not the intention of the parties that Contractor assume responsibility for any loss or damage, irrespective of cause or origin which results directly or indirectly to person(s) or property from performance or non-performance of obligations imposed by this Contract or from negligence, active or otherwise, of Contractor, its agents or employees, including but not limited to loss or damage sustained by burglary, theft, hold-up, fire, or any other cause. Because of the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Contractor to perform any of its obligations under this agreement, or from the failure of the system to operate properly, with resulting loss to Subscriber because of, among other things:

A. The uncertain amount or value of Subscriber's property, or the property of others kept on the premise which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

B. The uncertainty of the response time of any police, fire department or other appropriate organization, should the police, fire or other organization be dispatched as a result of a signal being received or an audible device sounding;

C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Contractor's failure to perform, or by failure of its equipment to operate;

D. The nature of the service to be performed by Contractor.

Subscriber understands and agrees that if Contractor should be found liable for any loss or damage due from a failure to perform any of its obligations, or a failure of equipment to operate, Contractor's liability shall be limited to a sum of \$250.00, and this liability shall be exclusive and shall apply if loss or damage irrespective of cause or origin results directly or indirectly, to persons or property from performance or nonperformance of any of the obligations herein, or from negligence active or otherwise of Contractor, its agents, or employees. In the event the Subscriber wishes Contractor to assume greater liability, Subscriber may as a matter of right obtain from Contractor a higher limit by paying an additional amount to Contractor, and a rider shall be attached hereto, setting forth such higher limits and additional amount, but this additional obligation shall in no way be interpreted to hold Contractor as an insurer.

When the Subscriber, in the ordinary course of business, has the property of others in his custody, or the alarm system extends to protect the property of others, Subscriber agrees to and shall defend, indemnify, save and hold harmless Contractor, its employees and agents, for and against all claims, suits, losses, demands and expenses, including reasonable attorney's fees, brought by a party or parties other than the parties to this agreement. This provision shall apply to all claims, regardless of cause, including Contractor's performance, or failure to perform, and including defects in products, design, installation, maintenance, operation, or non-operation of the system, whether based upon negligence, active or passive, warranty or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Contractor while on the Subscriber's premises, and which losses, damages and liability are solely and directly caused by the acts of said employee.

LIMITED WARRANTY: The Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied may not be compromised or that the system or services will in all cases provide the protection for which it is intended.

Subscriber acknowledges and agrees that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, limitation of liability and third party indemnification, inure to the benefit of, and are applicable to any Subcontractor engaged by Contractor to provide monitoring, maintenance, installation or service of the alarm system provided herein, and bind Subscriber to said Subcontractors with the same force and effect as they bind Subscriber to Contractor.

Other than the provisions in this Sales Agreement, Contractor makes no express or implied warranty of merchantability or of the fitness of the property for any purpose. Further, consequential damages, if any, for breach of any express or implied warranty, including breach of the implied warranties of merchantability or fitness, are limited to \$250.00, in accordance with paragraph 13 herein.

14. Title to the system is to remain the property of Contractor until the full purchase price is paid.

15. The following events constitute defaults:

a. The non-payment by Subscriber for a period of thirty (30) days of any of the sum required hereunder to be paid by Subscriber.

b. The non-performance by Subscriber of any other term, covenant or condition of this Agreement, which is not corrected within thirty (30) days after notice thereof from the Contractor.

c. Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any Bankruptcy Reorganization Insolvency or Moratorium Law, or any law for the relief of, or relating to debtors.

d. The filing of any involuntary Petition under any bankruptcy statute against a Subscriber, or the appointment of any Receiver or Trustee to take possession of the property of Subscriber, unless such Petition or appointment is set aside, withdrawn, or ceases to be in effect within thirty (30) days of filing or appointment.

e. The subjection of any of Subscriber's property in a levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

16. On the occurrence of any of the events defined in Number 15 as constituting defaults, Contractor may, without notice to or demand on Subscriber, exercise any and all rights under law, or in equity, which rights shall be cumulative.

In the event of default by Subscriber herein, Subscriber shall in addition to all other sums that Subscriber owes to Contractor pay to Contractor a reasonable sum for its attorney's fees incurred as a result thereof.

17. This agreement is not binding unless approved by an authorized representative of the Contractor. In the event of failure of approval as aforesaid, the only liability of the Contractor shall be to return to Subscriber the amount, if any, paid to the Contractor upon the signing of this agreement.

18. This Sales Agreement shall be governed by and construed under the laws of the State of Illinois.

19. Should there arise a conflict of terms and conditions between this Agreement and any purchase order, it is agreed that the provisions of this contract shall control.

20. This writing is intended by the parties as the final expression of their agreement with respect of the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

21. Each of the terms of this Contract are severable. In the event any provision hereof is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the balance of this Agreement.

22. This agreement is not assignable by Subscriber except upon the written consent of the Contractor.

January 29, 2014

Village of Willowbrook Public Works
700 Willowbrook Centre Pkwy.
Willowbrook, IL 60527

Schedule of Protection

FSS will provide and install the following bill of material:

Quantity	Model No.	Description
1	SIL-5820XL	5820XL Addressable Panel up to 508 points
1	SIL-5860R	Remote Annunciator
2	NB 12-10A	12 V 10AH Battery

FSS will remove the existing Silent Knight IFP-100 control panel and replace it with the unit noted above.

FSS will program the existing devices into the new control panel and they are as follows WF, TS, four pull stations, two smoke detectors, outside relay by the FACP.

FSS will remove the existing remote annunciator and replace it with the unit noted above.

FSS will program the system and then check out the operation of same prior to a test with the fire department.

FSS will submit to the village.

FSS will do a final test with the fire department.

- Customer is responsible for any permit fees or bond requirements.
- Fire & Security Systems, Inc. will be granted unrestricted access to the entire facility during installation.
- Customer responsible for any painting and patching, if required.
- Fire & Security Systems, Inc. to perform system test and final inspection.
- Fire & Security, Inc. to complete all required system submittal on behalf of the customer to the Authority Having Jurisdiction (AHJ)
- Any additional devices that may be required based on the results of the AHJ system final inspection to be presented to customer as an additional work order for approval prior to any work being performed.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE JOB APPLICATION AND EXAMINATION PROCESS FOR THE PATROL OFFICER HIRING PROCESS AND TO FURTHER AUTHORIZE THE VENDOR, ACTING AS AN AGENT OF THE VILLAGE, TO ASSESS AN APPLICATION FEE FROM CANDIDATES AS PART OF THE APPLICATION PROCESS – I/O SOLUTIONS

AGENDA NO. **11**

AGENDA DATE: 10/27/14

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: T. Halik

REVIEWED & APPROVED BY BOPC: YES NO N/A

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

The Willowbrook Board of Police Commissioner (BOPC) has, in its last meetings, discussed the need to develop a new patrol officer hiring eligibility list (the current list is valid for a period of two years, and expires on February 24, 2015). Upon review, I/O Solutions (formerly Selection Works) was selected and recommended by the BOPC to be the vendor to facilitate and manage the next patrol officer test. I/O Solutions specializes in developing, validating and implementing entry level and promotional testing processes. I/O Solutions designs assessment processes that assist agencies hire the most qualified individuals for the organization. I/O Solutions has the experience necessary to assist in deploying a valid selection process. All areas for the next patrol officer eligibility testing process would be conducted by I/O Solutions.

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

The Village staff recommends the Willowbrook Village Board approve the resolution for I/O Solutions to administer and manage the patrol officer testing process. The FY 2014/15 budget includes sufficient funding for this assessment project:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET REMAINING</u>
General Fund - BOPC	01-07-440-542 thru -545	Exams	\$8,340.00

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION ACCEPTING A PROPOSAL TO MANAGE AND ADMINISTER THE JOB APPLICATION AND EXAMINATION PROCESS FOR THE PATROL OFFICER HIRING PROCESS AND TO FURTHER AUTHORIZE THE VENDOR, ACTING AS AN AGENT OF THE VILLAGE, TO ASSESS AN APPLICATION FEE FROM CANDIDATES AS PART OF THE APPLICATION PROCESS – I/O SOLUTIONS

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized and directed to accept the proposal from I/O Solutions, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to manage and administer the job application and examination process for the Willowbrook police officer hiring process. Further, I/O Solutions, acting as an agent of the Village, is hereby authorized to assess an application fee from candidates in an amount of twenty-five dollars (\$25.00) per applicant as part of the application process.

ADOPTED and APPROVED this 27th day of October, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



Willowbrook PD - Entry-Level Police Cost Proposal

Scope of Services – Engagement Agreement

Project Description

I/O Solutions (herein referred to as "IOS") is engaged by the WILLOWBROOK POLICE DEPARTMENT (herein referred to as "Client") to manage and administer the job application and examination process for the police officer hiring process.

Services

IOS will provide the following products/services to the Client:

- Develop a sample job advertisement and job informational sheet and post information sheet and job application at recruitment.iosolutions.org
- Notify state criminal justice schools/colleges of the job posting
- Collect a \$25 application fee from each candidate, on client's behalf
- Respond to applicants via phone, e-mail and website to assist applicants in completing the application
- Collect job applications from applicants and review applications to determine eligibility
- Notify candidates of any errors/omissions in the application submission approximately one week prior to the test date (grace period)
- Sign-in candidates, assist as needed in orientation, and administer written examinations: administer Law Enforcement Selection Tool (LST) and Situation-based Styles Assessment (SBSA)
- Score the LST and SBSA and compile the Initial Eligibility List
- Notify candidates regarding their status by e-mail (or other means if electronic notice is not possible)
- Assist Client in compiling the Final Eligibility List by adding preference points to calculate final scores
- Provide an electronic copy of applicant documents to Client

Specifications

- Application Posting Date: TBD - No later than November 3, 2014
- Application Deadline: Monday, January 5, 2015
- Test Administration Date: Saturday, January 24, 2015

Service	Cost
Job Application Processing IOS will send out a job advertisement notification to our network of Illinois fire science programs and criminal justice programs; post a job announcement and electronic application via our website; field applicant questions via toll-free phone, web-link and e-mail (your job advertisement will provide applicants with these points of contact); collect application fees required by your agency, collect electronic/paper applications and supporting eligibility documents, review and verify applicant eligibility; provide electronic notification of eligibility status to candidates, submit a final list of eligible applicants; provide a database containing relevant applicant personal data; and compile electronic versions of each applicant's application package. Any application fees that are collected will be credited against the fees associated with the application management process.	\$25/applicant*
Examination Administration and Scoring IOS will provide our FST™ written examination (for firefighters) and our LST™ written examination (for law enforcement officers), administer the examination at a site provided by the agency, score the written examination, identify and impose the required cut-off score (as mandated by IL Public Act 97-0251 for firefighter testing), and provide the agency with a Preliminary and/or Initial Eligibility List.	\$18/test**
Design and Administration of the Situation-Based Styles Assessment (SBSA™) The SBSA is a situational judgment test that can be administered along with the entry-level firefighter or law enforcement officer examinations. The SBSA assesses the same skills that are measured during traditional oral interviews but uses a written, multiple-choice format to maximize efficiency. The SBSA can be customized by the local agency. In the case of firefighter testing, the SBSA can be used as the subjective test component per PA 97-0251.	\$10/test**
Administration and Proctoring of Exams IOS will provide a sufficient number of test proctors to handle sign-in and the administration of the written exam(s).	\$25/test proctor

Initial and Final Eligibility List Compilation

\$425

IOS will statistically standardize scores from the written exam and oral interview (or subjective component), combine scores into a weighted composite based on local rules, and solicit and apply preference points per local rules.

- *the number of candidates will be determined based on those applicants who purchase a job application – this fee will be credited back to the agency on the final invoice; a 50 applicant minimum will be imposed*
- **the per-test fee will be assessed for every test-taker who sits for the examination*

The fee structure is intended to account for any and all fees associated with the services described herein.

Application fees will be collected by IOS. Following the administration of the written examination(s), the total cost of services rendered, based on the fee structure above, will be calculated and if the cost of services exceeds the balance of collected application fees, the client will be assessed a fee equal to the difference. If the cost of services is less than the value of collected application fees, the difference will be credited to the client.

Client Responsibilities

The client will be responsible for posting any and all job advertisements on internal websites, external websites, printed media, etc. The client will also be responsible for providing suitable facilities for all examination administrations.

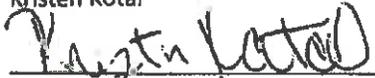
The following signatures of authorized agents of both parties demonstrate agreement regarding the terms and conditions stated herein:

For I/O Solutions:

Authorized Agent:

Kristen Kotal

Signature of Agent:



Date:

10.20.14**For Client:**

Authorized Agent: _____

Signature of Agent: _____

Date: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE ROAD RACE MANAGEMENT AND CHRONOMIX COMPUTERIZED TIMING AS PART OF A VILLAGE SPONSORED ROAD RACE EVENT – RACE TIME, INC.

AGENDA NO. 12

AGENDA DATE: 10/27/2014

STAFF REVIEW: Kristin Violante, Superintendent of Parks

SIGNATURE:

Kristin Violante

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

T. Halik

REVIEWED & APPROVED BY COMMISSION:

YES

NO

N/A

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

The concept of a Village sponsored 5k road race was discussed at the FY 2014/15 Budget Workshop. At the Budget Workshop, a total of \$20,482 was budgeted in the Park & Recreation budget for this event. After Rene Schuurman, Park and Recreation Commissioner, expressed interest in the Village hosting this new event, a race committee comprised of Village staff, residents and Park Commissioners was formed.

The race committee has met over the course of the last several months to design a 5k race as well as a modified children's race. The proposed 5k course route will continue through Borse, Midway and Farmingdale Parks as well as around Gower West Elementary School (see attached). We have received support from Gower as two of their gym teachers are serving on the race committee.

A majority of the race will be run by the volunteer committee; however, specific race management tasks including computerized timing will need to be outsourced. Staff has received three proposals for these tasks. The proposal amounts are included below. Staff recommends contracting with Race Time, Inc. of Winfield, Illinois for assistance with race management and race timing. They have extensive experience with local races including the one hosted by Burr Ridge.

Proposal #1 - Race Time, Inc., Winfield - \$600.00

Proposal #2 - Sour Fish Timing, Chicago - \$750.00, plus an additional \$2.00/runner

Proposal #3 - Its Race Time, Bloomington - \$900.00, plus travel

Village costs associated with this event should be approximately \$12,810. This does not include any funds generated by sponsorships or donations. The committee hopes to register approximately 200 runners with revenues totaling \$7,000 (see attached race budget). Any excess money generated from the race, after Village expenses have been reimbursed, will be donated to the Gower Foundation and the Kiwanis Club of Willowbrook/Burr Ridge.

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

The Parks and Recreation and staff recommend that the Village accept the proposal from Race Time and hold a 5k race with modified children's race on Sunday, April 26, 2015.

ACTION PROPOSED:

Adopt Resolution

2014 Village Race Budget (based on 200 racers) – Revised 10/9/14

EXPENSES

***Does not include any donations/sponsors that we get**

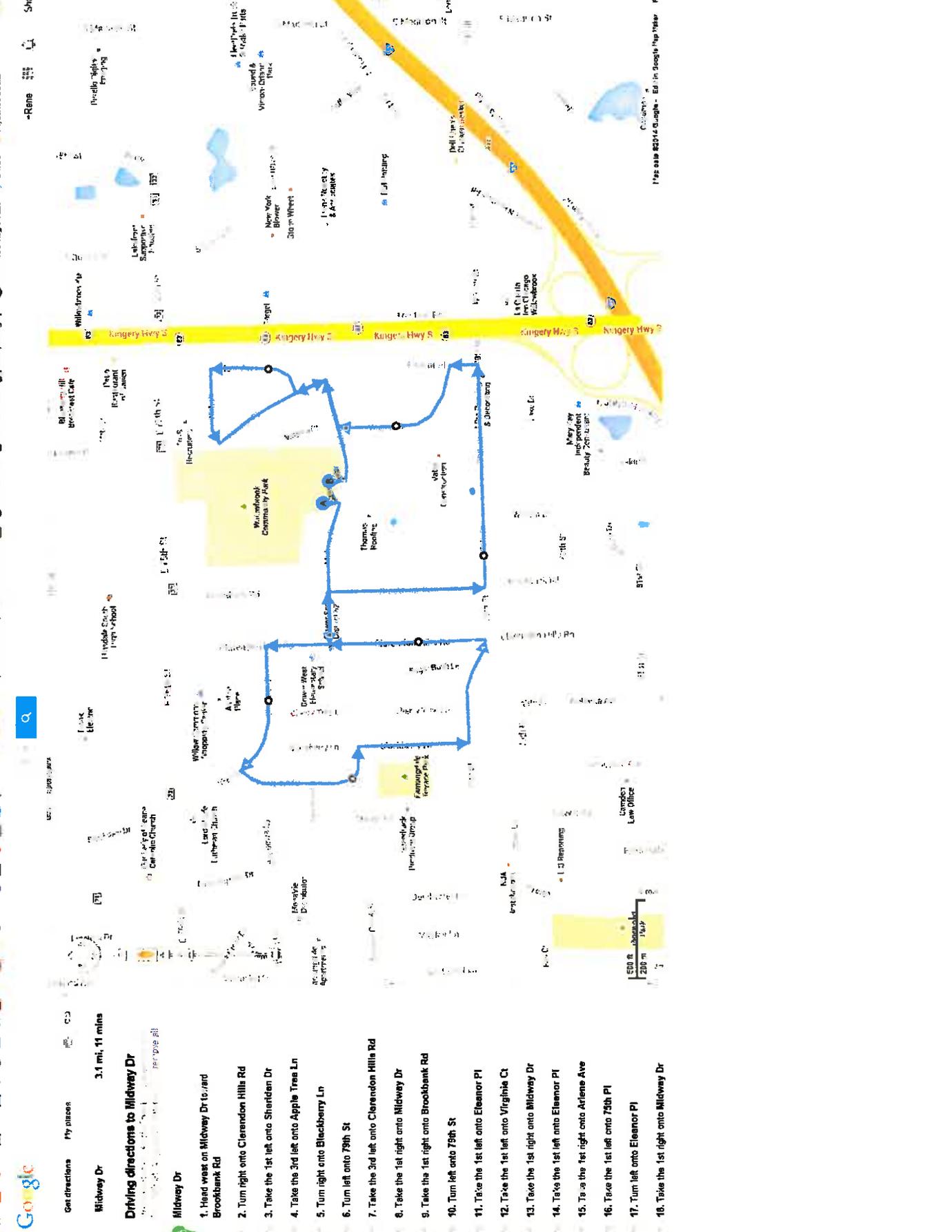
Police -	\$2000
Public Works -	\$1000
Food/Hydration (\$6.00/runner) -	\$1200
T-shirts (\$6.50/runner) -	\$1300
Volunteer T-shirts (6.50/volunteer)	\$260 (based on 40 volunteers)
Medals (\$2.00/runner) -	\$400
Port-Potties (2) -	\$400
Promotion -	\$750
Tent Rental -	\$1000
Other Rental (tables, chairs, etc.) -	\$750
Banners/signage -	\$200
Insurance -	\$1000
Bib Numbers (\$.25/runner)	\$50
Professional fees/consultant	\$1000
First Aid/Medicine	\$500
On-line Registration	\$1000 (runner pays this fee)
TOTAL EXPENSES -	\$12810

REVENUES (not including donations)

Registration (\$35/runner) -	\$7000
TOTAL REVENUES -	\$7,000

Driving directions to Midway Dr

1. Head west on Midway Dr to Brookbank Rd
2. Turn right onto Clarendon Hills Rd
3. Take the 1st left onto Sheridan Dr
4. Take the 3rd left onto Apple Tree Ln
5. Turn right onto Blackberry Ln
6. Turn left onto 79th St
7. Take the 3rd left onto Clarendon Hills Rd
8. Take the 1st right onto Midway Dr
9. Take the 1st right onto Brookbank Rd
10. Turn left onto 79th St
11. Take the 1st left onto Eleanor Pl
12. Take the 1st left onto Virginia Ct
13. Take the 1st right onto Midway Dr
14. Take the 1st left onto Eleanor Pl
15. Take the 1st right onto Arlene Ave
16. Take the 1st left onto 75th Pl
17. Turn left onto Eleanor Pl
18. Take the 1st right onto Midway Dr



RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE ROAD RACE MANAGEMENT AND CHRONOMIX COMPUTERIZED TIMING AS PART OF A VILLAGE SPONSORED ROAD RACE EVENT – RACE TIME, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, from Race Time, Inc. to provide road race management and chronomix computerized timing for a Village sponsored road race event.

ADOPTED and APPROVED this 27th day of October, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



**ROAD RACE MANAGEMENT & CHRONOMIX COMPUTERIZED TIMING PROPOSAL
10/14/14**

RACE DATE: SUNDAY, APRIL 26, 2015
RACE LOCATION: WILLOWBROOK, IL
NAME OF RACE: ? 5K RUN/WALK
TYPE OF RACE: WALK/RUN ROAD RACE
CLIENT: KRISTIN VIOLANTE, SUPERINTENDENT OF PARKS AND RECREATION
VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK 60527

SUMMARY OF SERVICES PROVIDED:

- ❖ Provide consultation at pre-race meeting(s) – on site or via conference call
- ❖ Bib numbers with information on tear-off tags for pre-registered participants.
 - Includes data entry/downloading from on-line site of preregistered participants. Client to provide Excel spreadsheet of off line registrants.
- ❖ On-Line Registration. Race Time has on-line registration available at a reduced cost to your participants. We take care of all implementation and set-up. There is no charge for this service. Contact us for further details. If race is with another site we need access to download information.
- ❖ Alphabetical/numerical roster of all pre-registered participants for event.
- ❖ Train volunteers for pre-registration/registration area and "split time" callers.
- ❖ On-going data entry on race day during registration.
- ❖ Work with you at start line for all preliminary announcements prior to race.
- ❖ Complete Start/Finish Line Set-Up (12' Start & Finish Banner; Chutes; Stringers)
- ❖ Digital Clock or LED Clock w/stand.
- ❖ Mile marker signs for race(s).
- ❖ Starter gun/air horn to start race.
- ❖ Portable PA System for use at event.
- ❖ Stopwatches for split times. LED Mile Mark Clocks are available at an additional charge.
- ❖ All computing equipment/personnel to provide preliminary results for continual posting during race and for awards ceremony.
- ❖ Printout of overall finish order and all age/award groups.
- ❖ Post final results at **Chicago Athlete, CARA, Active & Race Time** providing participants with access to full results within 4 hours of race. Client will receive this information in html and/or other format to post on own web site.
- ❖ Data Base

The above is a brief summary of what Race Time offers. Race Time's contract will list in further detail what services Race Time provides as well as a complete list of what is required of the client.

SCHEDULE OF FEES*: ~~BASE FEE - FIRST-200-RUNNERS-\$700.~~ **\$600. Special Flat Fee**
Each additional registered runner over 200 will be charged \$1.60

This proposal is good for 20 days from date of issue. Due to conflicting race dates, a signed contract and \$150 deposit is required to secure the date. Once proposal has been reviewed and agreed to please contact Race Time and a contract will be sent for your signature. Thank you for your consideration of Race Time. **Fuel Surcharge of \$.55/mile on distances over 10 miles from Winfield, IL and not included in above flat fee.*

P.O. Box 507, Winfield, Illinois 60190
Fax: 630-933-8415; Cell: 630-514-2364
email: racetime21@hotmail.com
www.racetime.info



CHRONOMIX COMPUTERIZED TIMING CONTRACT
OCTOBER 14, 2014



CONTACT: KRISTIN VIOLANTE, SUPERINTENDENT OF PARKS & RECREATION,
VILLAGE OF WILLOWBROOK, 7760 QUINCY ST, WILLOWBROOK 60527
RACE SITE: NEED ADDRESS PLEASE, WILLOWBROOK, IL
RACE DATE SUNDAY, APRIL 26, 2015

RACE TIME will provide **VILLAGE OF WILLOWBROOK** ("Client") the Finish Line Management Services for the **5K RUN/WALK** on **SUNDAY, APRIL 26, 2015**. **Race Distance: 3.1 MILES**

Client will provide the following: Excel spreadsheet and/or on-line access and **BAR-CODED RACE BIB NUMBERS*** with tear-off tags delivered to Race Time's office, 28W146 Gary's Mill Road, Winfield, IL 60190. **ON LINE:** If on-line registration is handled through **Race Time** you need do nothing further. If on line with another site please list here: _____ . *Race Time can supply your bib numbers @ \$.25/each. Please contact us for more information. At no charge

- 1) **PRERACE DAY PACKET PICK UP?** YES ___ NO ___ DATE(S) _____ SHIP PRE RACE MATERIAL TO: _____ DATE NEEDED: _____ Client to pay shipping charges
- 2) Copy of schedule and registration form with start times of registration & race(s). Also need list of age groups & award categories. Information to be sent with signed contract or via email 10 days prior to race date.
- 3) On race day, Race Time will handle all data entry of registration forms (will train volunteers on what is needed).
- 4) An estimated 3-4 volunteers on race day to work finish area (we will train).
- 5) If first year with Race Time, possibly meet prior to race at site to determine logistical parameters
- 6) If possible, an interior dry space with electricity/table & chair to set up computer and printers, near finish line.

RACE TIME will provide the following Finish Line Management Services to Client:

- 1) Provide custom labeled bib numbers and an alphabetical roster for your staff handling preregistration.
- 2) Instruct pre/registration volunteers on registration procedures (have written instructions as well).
- 3) Equipment & personnel (1-2) to provide fast & accurate results for Award Ceremony w/age groups; predicted & finish time & pace.
- 4) Post results at Chicago Athlete, CARA; Active & Race Time. Will post to other sites as instructed.
- 5) Post-race will send via email an HTML file of Age Group & Overall Results and an Excel file of complete data base.

RACE TIME will provide the following equipment for the race:

- 1) Complete finish line set up: signs, chutes, stringers, Finish Line Clock & stand.
- 2) All computing equipment & personnel to provide fast & accurate results.
- 3) PA System and starter gun/air horn to start race. PA System on site for use during race.

THIS SECTION MUST BE COMPLETED BY CLIENT (LED Course Clocks are on first come/first serve basis):

Mile Mark Signs: 1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ Other ___ for race. (Client responsible for placing on course)

Reserve Stopwatches for calling split times: Quantity needed: _____ (Client to provide volunteers to call splits)

LED Course Clocks available at additional charge of \$50/each. Reserve ___ course clocks @ \$50/each =

***Failure to return any of the above within 15 minutes after last person crosses the finish line will result in a \$50.00 service fee**

RACE TIME will undertake and perform the above services. CLIENT agrees to pay RACE TIME the following: \$700 \$600. FLAT FEE. This covers all timing services for the first ~~200 registered participants~~. Each additional registered participant will be charged ~~\$1.60~~. \$150 deposit (**PAID**) and execution of this contract, sent to Race Time within 15 days from date above, is required to reserve the date. Deposit is non-refundable. Full payment due within 30 days of receipt of invoice. ~~Fuel Surcharge of \$.55/mile will be charged on distances over 10 miles from Winfield.~~

VILLAGE OF WILLOWBROOK

RACE TIME, INC.

Accepted By: _____
Authorized Signature

Executed By: _____
Julie Pearson

TERMS AND CONDITIONS

1. This Contract, once agreed upon and executed by both parties, shall result in a binding agreement.
2. RACE TIME shall have a lien on all statistical data and reports accumulated and prepared pursuant to this contract until full payment is received. Thereafter, Client shall be entitled to one copy of the printout and or report containing the statistical data by RACE TIME, pursuant hereto.
3. RACE TIME shall retain full rights to all future use of the database. The database and contact information of participants will not be sold or used for solicitation of any kind. If another Race Time event requests the use of Client's data base for advertising their event, Client will be notified in writing from Race Time and must authorize in writing prior to distribution of data base.
3. RACE TIME warrants that its work will be performed according to industry standards and in a professional and workmanlike manner.
4. Each party's signers warrant that he or she is the agent of RACE TIME or Client and authorized to act on its behalf in accepting this proposal.
5. This contract is not subject to modification by either party except upon written consent of RACE TIME and Client. Both parties prior to the performance of said work shall agree upon the cost of additional work.
6. Cancellation of the event or any part thereof or failure of the equipment or materials supplied by the Client, which prevents RACE TIME from performing hereunder, shall not relieve Client of its contractual obligation to pay RACE TIME the full fee as herein provided.
7. All loss or damage from any cause (not the fault of RACE TIME) to the materials, equipment, work product and personnel of RACE TIME or its agents or subcontractors, while in or about the premises of the Client, pursuant to this agreement, that is due to the negligence of Client shall be paid for by the Client.
8. TERMS OF PAYMENT ARE NET (30) DAYS FROM RECEIPT OF INVOICE BY CLIENT.
9. RACE TIME shall be entitled to add a late service charge to all payments past due and owing by Client under this contract equal to 1 ½% of the past due amount per month calculated from the original billing date, (18% annual percentage rate) (or such lesser percentage as is from time to time allowed by law). Client shall pay any reasonable attorney's fee and court costs incurred in the collection of past due amounts.
10. RACE TIME may not assign this Contract without the written permission of Client.
11. Any legal notice required to be given hereunder shall be deemed given hereunder when received at the address shown on the face of the contract or as otherwise required by law.
12. This Contract constitutes the complete Contract of the parties.

**RACE TIME, INC.
P.O. BOX 507, WINFIELD, ILLINOIS 60190**

P.O. Box 507, Winfield, Illinois 60190
Phone: 630/514-2364
Email: racetime21@hotmail.com
www.racetime.info

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION REJECTING BIDS –
WILLOW POND DREDGING

AGENDA NO. 13
AGENDA DATE: 10/27/14

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 PARK COMMISSION: YES NO N/A

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

On Tuesday, October 21, 2014, staff held a public bid opening for the pond dredging portion of the work for the Willow Pond Park Renovation Project. Unfortunately, only one (1) bid was received prior to the deadline:

VENDOR	Bid Amount
(Engineer's Probable Cost Estimate)	(\$65,000)
SUPERIOR SEAWALLS & DOCKS, ILLINOIS CITY, IL	\$147,900.00

The bid is significantly over budget; given the engineer's estimate of probable cost for this work is \$65,000.

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

After the bid opening, staff met with the project consultant, LandTech Design, to review both the scope of work of the project and to re-visit the need to perform the dredging. John Vann from LandTech has met with two (2) civil engineering firms, one of which previously performed a bathymetric survey of Willow Pond to determine its depth and the amount of accumulated silt in the pond. The survey revealed that portions of the pond were found to contain as little as .3' (approximately 4") of accumulated silt. This amount of silt is not excessive and does not pose a threat to the fish population. The results have been shared with the Illinois Department of Natural Resources (IDNR) to request an opinion as to the need to dredge. The current position is that the amount of silt accumulation in the pond can be considered marginal and does not in and of itself warrant dredging. The continued use of the pond aerators will ensure a healthy fish population. Although the silt removal was viewed to have been a worthwhile preventative maintenance task to perform as part of the park renovation project (especially since 50% of the cost would be paid by the OSLAD grant), given the unexpected high cost to perform this work, the completion of this task may not be warranted.

Staff's recommendation at this time is to reject the bid and continue to work with our consultants, engineers, and the IDNR to determine whether dredging is recommended as part of this project. If it is determined to be needed, the dredging work can be re-bid in the spring. However, if the final determination is to forego the dredging as part of this project, the funds could alternatively be used to construct additional amenities as part of the park renovation project to be performed during FY 2015/16.

ACTION PROPOSED: Adopt resolution.

Certificate of the Publisher

Hinsdale Suburban Life

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK IL 60521

Description: WILLOW POND DREDGE
HINSDALE 8618

Shaw Media certifies that it is the publisher of the Hinsdale Suburban Life. The Hinsdale Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Hinsdale, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Hinsdale Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 10/10/2014

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Karen Pletsch, its publisher, at Hinsdale, Illinois, on 10th day of October, A.D. 2014

Shaw Media By: 
Karen Pletsch, Publisher

Account Number 10074604
Amount \$199.80

LEGAL NOTICE / PUBLIC NOTICE

BID NOTICE

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

Bid Item: WILLOW POND DREDGING
Bid Opening: 11:00 AM CST October 21, 2014

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 820 ILCS 130/0.01 et seq., entitled "an Act regarding 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.

This project is being financed, in part, with funds from the Illinois Dept. of Natural Resources, Open Space Lands Acquisition, and Development Program (OSLAD).

Minority: Business firms are encouraged to submit bids for this project, and are also encouraged to utilize minority firms as sub-contractors for supplies, equipment, services, and construction as may be available on the project.

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 Tim Hallik, Village of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

October 10, 2014
Hinsdale Suburban Life 8618 WI.



RESOLUTION NO. 14-R-_____

A RESOLUTION REJECTING BIDS –
WILLOW POND DREDGING

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

SECTION ONE: That all bids received for Willow Pond Dredging are rejected in their entirety.

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 and approval.

ADOPTED and APPROVED this 27th day of October, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

MINUTES OF THE SPECIAL MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 25, 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 Trustee Davi at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Trustee Umberto Davi, Trustee Paul Oggerino, Mayor Frank Trilla, Trustee Michael Mistele, Village Administrator Tim Halik, Interim Finance Director Carrie Dittman, and Management Analyst Garrett Hummel.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance & Administration Committee held on Monday, July 14, 2014 were reviewed. Motion to approve made by Trustee Oggerino, seconded by Trustee Davi. Motion carried.

4. DISCUSSION - Capital Projects Financing Analysis

Interim Finance Director Dittman began the discussion by explaining that numerous capital projects have been discussed during the last two years during the budgeting process. Due to conservative spending and revenues coming in higher than budgeted, the Village was able to build up substantial reserves with which to fund several of these projects. Unfortunately however some of the upcoming projects are too large to use reserves so the Village Board directed staff to research outside financing. After updating the Village's finances for the remainder of the last fiscal year and using the excel-based financial model created by Sikich, Director Dittman indicated that staff recommends the Water Tank Painting project and the Master Plan Phase II project be paid for with bond or loan proceeds. The Water Tank project will be spread over 4 years while the Master Plan Phase II, the Police Department renovation, will occur in Fiscal Year 2015-16.

Director Dittman continued with a financial summary of the Water Capital Fund. Director Dittman stated the FY 14-15 budget includes \$285,000 for the MTU replacement project. The MTU replacement project is being funded with existing Water Fund reserves transferred to the Water Capital Fund. Director Dittman next explained the 4-year water tank painting project is scheduled to begin in FY 15-16 and conclude in FY 18-19. Director Dittman called the Committee's attention to a table showing the next 5 years of financials for the Water Capital Fund. Director Dittman noted that without outside financing the fund would be depleted after the first year (FY 15-16) of the project.

<Trustee Terry Kelly entered meeting at 6:05 PM>

Director Dittman next provided a financial summary of the LAFER fund highlighting the FY 14-15 expense for the Village Hall remodel which had an initial estimate of \$1.06 million but is now projected to be about \$1.43 million. Director Dittman explained the Village Hall renovation is being funded by reserves which, once complete, will leave roughly \$333,000 remaining in the LAFER fund. The Police Department renovation is estimated to be about \$1.5 million and the Community Center renovation has not yet been determined but a placeholder of \$500,000 is included in FY 16-17. Including all these projects, the projected LAFER Fund balance without any financing would be about -\$1.3 million.

Director Dittman highlighted some considerations with respect to financing options, pointing out that the Village was upgraded to a AAA Bond Rating in February 2014 and that interest rates are at historically low levels (around 2.0% for 10 year bond and 3.0% for a 20-30 year bond). It was noted that the Village does not want to deplete fund reserves below the target amount of 120 days. Also, the Village's ability to repay any new debt must be considered, particularly with alternate revenue source bonds (like the existing 2008 bonds) that have income taxes and water revenues pledged to repay it, rather than general property taxes. With respect to the repayment period, the maximum length of an IEPA loan is 20 years, however this may be shortened by the IEPA subject to a "useful life" test. The "useful life" test stipulates that the duration of the loan should not be longer than the life of the asset, in this case the water tower recoating. There is a similar test for bond issuances as well. Additionally, the ability to issue debt in the future if required must be considered. Finally, Director Dittman stated the bond issuance costs are typically about 2% of the issue meaning for a \$2 million bond issuance costs would be roughly \$40,000.

The current outstanding debt of the Village was discussed and Director Dittman pointed out that the only true debt of the Village currently outstanding is the Series 2008 General Obligation Alternate Revenue Source Bonds, of which \$1,635,000 remains to be paid as of 8/1/2014. The bonds mature on 12/30/2027.

Director Dittman next presented four financing scenarios. In Scenario #1, the Village would obtain an IEPA low interest loan in the amount of \$1,000,000 for the water tanks as well as a General Obligation Alternate Revenue Source (GOARS) Bond of \$1,520,000 to be used on the police station renovation. The total proceeds from Scenario #1 would be \$2,500,000. Director Dittman noted that there is no guarantee that the Village would be able to get a low interest IEPA loan as the application process is lengthy and would require assistance from an engineering firm to even apply. However, preliminary communication with the IEPA indicates that projects such as the water tank project are frequently funded in this manner. The IEPA loan is desirable because the interest rate for the loan would be less than that of a bond. The IEPA loan of \$1,000,000 in Scenario #1 would be a 20 year loan at an interest rate of 1.93%. The annual debt service would be approximately \$60,000 with a total repayment of \$1,214,906. The GOARS bonds of \$1,520,000 in Scenario #1 would be a 20 year bond at an interest rate of 3.23%. The annual debt service would be approximately \$67,000 until 2029 where it would become \$222,000 through 2035 for a total repayment of \$2,280,395. All together the total repayment on the IEPA loan and GOARS bonds for Scenario #1 is \$3,495,301.

Scenario #2 included an IEPA low interest loan in the amount of \$1,000,000 for the water tanks and a GOARS Bond of \$2,025,000 for the police station renovation. The total proceeds from Scenario #2 would be \$3,000,000. Scenario #2 provides an additional \$500,000 as a cushion in case the police department renovation costs are higher than originally estimated. The IEPA loan of \$1,000,000 in Scenario #2 would be a 20 year loan at an interest rate of 1.93%. The annual debt service would be approximately \$60,000 with a total repayment of \$1,214,906. The GOARS bonds of \$2,025,000 in Scenario #2 would be a 20 year bond at an interest rate of 3.18%. The annual debt service would be approximately \$102,000 until 2029, where it would become \$255,000 through 2035 for a total repayment of \$2,952,838. All together the total repayment on the IEPA loan and GOARS bonds for Scenario #2 is \$4,167,744.

Scenario #3 calls for a GOARS Bond of \$2,585,000 which will be used on both the water tank and police department renovation projects. The total proceeds from Scenario #3 would be about \$2,500,000. This Scenario does

not include the IEPA low interest loan. The bonds associated with this Scenario may have to be issued as Series A & B (one for the water tank coating, one for the police department building) due to the difference in useful lives of the assets created. The GOARS bonds of \$2,585,000 in Scenario #3 would be a 20 year bond at an interest rate of 3.15%. The annual debt service would be approximately \$140,000 until 2029, where it would become \$294,000 through 2035 for a total repayment of \$3,707,003.

Scenario #4 includes a GOARS Bond of \$3,085,000 which will be used on both the water tank and police department renovation projects. The total proceeds from Scenario #4 would be about \$3,000,000. This Scenario does not include the IEPA low interest loan. The bonds associated with this Scenario may have to be issued as Series A & B (one for the water tank coating, one for the police department building) due to the difference in useful lives of the assets created. The GOARS bonds of \$3,085,000 in Scenario #4 would be a 20 year bond at an interest rate of 3.13%. The annual debt service would be approximately \$172,000 until 2029, where it would become \$325,000 through 2035 for a total repayment of \$4,373,630.

Upon completion of the scenario discussion, Director Dittman and Administrator Halik were directed by the Committee to explore additional scenarios including transferring some of the excess reserves of the General Fund to the LAFER Fund to be utilized for a portion; using an IEPA loan to be repaid over 10 years; and starting the bond process for the entire amount (\$3.0M - \$3.5M) and reducing it before issuance if an IEPA loan was secured.

The Committee decided to continue the discussion at a future meeting due to time constraints. The discussion will continue at another special meeting of the Finance & Administration Committee to be held on 9/22/14.

5. REPORT - Monthly Disbursement Reports - July 2014

(This item was not discussed)

6. REPORT - Sales Tax, Income Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

(This item was not discussed)

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Davi, seconded by Trustee Oggerino.

The meeting was adjourned at 6:29 p.m.

(Minutes transcribed by: Garrett Hummel, .09/17/14)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 8, 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 6:01 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 August 11, 2014 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Proposed Lease Agreement: Antenna Equipment, Fire & Security Systems, Inc.

Administrator Halik reminded the committee that in 1997, the Village passed an ordinance approving a lease agreement with PrimeCo Personal Communications. The Agreement allowed the placement of a small equipment building located at the base of the Village water standpipe, with antennas mounted at the top of the standpipe. This equipment was used for private personal communications purposes. PrimeCo later became U.S. Cellular. Through the agreement, the Village received an annual payment from PrimeCo/US Cellular from 1997 thru 2013 in return for the use of the Village facility. On July 7, 2014 the Village received notification from US Cellular of their cancellation of the Agreement effective September 27, 2014 and their intent to decommission the antenna site thereafter. Halik further advised that due to a recent federal ruling in the US Court of Appeals, 7th Circuit, business arrangements between private alarm companies and public fire departments/districts has been refined. As a result, the fire alarm company, Fire & Security Systems, Inc., which currently maintains equipment at the Tri-State Fire Protection District Station #1, must find a new location for its equipment. They have requested consideration of a new lease agreement with the Village to locate some equipment and two radio antennas upon the public works facility. Staff has negotiated the basic terms of such an agreement including payment provisions. Halik advised that prior to requesting that the Village Attorney draft a lease agreement for both the Committee's and Board's consideration, the committee should review the details of this proposed agreement and authorize moving forward. The Committee advised that they were agreeable to the proposed terms, and authorized staff to work with the Village Attorney to draft an agreement.

5. DISCUSSION – Village-Wide Fall Brush Collection Program: October 13th thru October 17th

Administrator Halik advised the Committee that this past Spring the Village's regular tree maintenance contractor, Mario's Tree Service, completed the Village-wide Spring brush collection program. The program included curb-side collection of piled brush throughout town. Afterwards, the brush was separately ground at the Village public works facility to produce a high-quality mulch for use within the parks, and to provide to residents. At the

time this program was considered, the members of the Municipal Services Committee requested that staff seek other proposals from reputable landscape maintenance contractors to perform the Fall brush collection program, to ensure prices remain competitive. The Fall program will consist of a curb-side chipping program, with the resulting chips hauled away, since we currently have no need for them. Halik advised that staff has solicited proposals from five landscape maintenance contractors, three of which offered a proposal for consideration. Halik advised that Mario's Tree Service offered the low proposal of \$105/hour/crew to perform this program. This represents the same hourly rate that Mario offered in the Spring of this year. Therefore, the estimated cost of the Fall program would be \$8,400 -- two crews working 40 hours each. Halik advised that staff would recommend the proposal submitted by Mario's Tree Service and Landscaping in the amount of \$105.00/hr. per chipping crew be accepted to perform the Village-wide Fall Brush Collection Program. Halik advised that if the Committee was in agreement, a resolution accepting the proposal will be placed on the agenda for the September 22nd regular meeting of the Village Board. The Fall Brush Program would be scheduled to occur the week of October 13th thru the 17th. Chairman Mistele advised that the committee is in agreement, and recommended that this item be placed on the Board's consent agenda.

6. REPORT – Village Hall Renovation – Change Order #1

Administrator Halik advised that there was one change order addition pertaining to the construction of the new Village Hall that he wished to review with the Committee. Halik shared that after removal of the floor covering in the lower office level as part of the demolition process, an old metal cable duct was discovered running throughout the office area. The previous owner of the building revealed that the duct was originally installed within the floor slab to provide cable access to offices for computers, phones, etc. However, the duct had since been abandoned. The metal duct was found to be deteriorated and causing the concrete topping to crack and fail. Both the architect and general contractor do not recommend that new carpet be placed over these cracked and crumbling areas. The scope of work will include the complete removal of the old duct and filling-in the trench with concrete for a cost of \$6,365.25. Halik stated that since the completion of this work was necessary to allow other work to continue without delay, the mayor was consulted and it was agreed that the change order be accepted and ratified by the Village Board after-the-fact. Therefore, the change order was accepted on August 25, 2014 by Administrator Halik. Chairman Mistele stated that this item represents an unforeseen condition, which should be completed. However, he also stated that staff should obtain a more detailed breakdown of the individual costs of all portions of the change order work so that a more detailed review of the price can be performed. Halik agreed and stated that a full breakdown for each future change order item will be requested from the general contractor to be reviewed by the architect of record and the Village before acceptance. Halik then distributed a copy of a written summary of all project change orders to date and reviewed each with the Committee. Chairman Mistele advised that typically change orders extras as part of a renovation project of an existing building will cost about 10% of the project bid.

7. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for August 2014. The Village has taken in just under \$9,000 in permit revenue for the month. Halik advised that in total for the first four months of fiscal year 2014/15, the Village has received approximately 26% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for July 2014. The report indicates that the Village pumped slightly over 33 million gallons in the

month. At this point, we have pumped about 6.5% less water this year as compared to the same timeframe last year. Halik also advised that, although we are only quarter into the fiscal year, we are slightly below where we should be at in order to meet our estimated pumpage projection of 385,000,000 gallons.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

(None).

10. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:26 PM.

(Minutes transcribed by: Tim Halik, 10/9/14)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, SEPTEMBER 2, 2014, AT THE WILLOWBROOK VILLAGE HALL, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commissioner Stetina called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Robert Pionke, Rene Schuurman, Doug Stetina, and Ramona Weigus.

ABSENT: Commissioner Carol Lazarski

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – AUGUST 5, 2014

The Commission reviewed the August 5, 2014 minutes.

MOTION: A Motion was made by Commissioner Grimsby and seconded by Commissioner Stetina to approve the August 5, 2014 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

Back to School Bash

Superintendent Violante stated this was a great event. Due to weather, the event was moved to Gower Middle School. Two hundred fifty school bags were passed out and gone half way through the Night. Superintendent Violante estimated there were approximately 500 people in attendance. After the Bash, about 50 people watched the movie "Frozen" which was rescheduled from earlier in the summer. Commissioner Schuurman stated, if Gower Middle School will be used in the future, parking issues need to be addressed.

New Fall Programs

Superintendent Violante stated she will be hiring a photographer to take pictures around town that can be used for future fun guide covers. Superintendent Violante advised she is working with Midtown Athletic Club to offer classes in Tennis, Aqua Zumba, and Cycling.

A Computer for Beginners class is being offered in cooperation with Indian Prairie Library.

The Village has received numerous requests to offer CPR and AED classes. They will be offered through the Village of Hinsdale.

New programs being offered through the Burr Ridge Park District include a Family Ghost Walk, Holiday Pee Wee Picassos, Young Rembrandts, and Youth Art Classes.

New programs being offered through the Pleasantdale Park District include Tiny Tappers/Pre-Jazz, Itty Bitty Ballet, Tiny Tappers/Pre-Ballet, and Junior Dance Poms.

5. OLD BUSINESS

A. OSLAD Grant for Willow Pond Park

John Vann will attend the October Parks and Recreation meeting to provide an update on the Willow Pond Park project.

B. Village Race

Superintendent Violante stated the Village Race could still be scheduled for next spring, before the end of the school year. Gower School District would like to participate in the Race. The Race Committee will be meeting again soon to discuss a future race.

6. NEW BUSINESS

A. Kids Around The World

Superintendent Violante advised that the donation of the playground equipment from Lake Hinsdale Park to the Kids Around The World was approved at the August 25 Village Board Meeting.

B. Master Plan

Superintendent Violante stated some additions to the Master Plan may need to be considered for the future. The Commissioners also reviewed the Master Plan to decide if any smaller

items/projects can be added to the Fiscal Year 2015/16 Budget, in addition to the money that will be earmarked for grant projects at Willow Pond and Lake Hinsdale Park.

- Borse Community Park

Commissioner Pionke suggested adding a walking path around the perimeter of the ball fields, Commissioner Landsman recommended vending machines, and Commissioner Weigus suggested adding misters. Commissioner Pionke also mentioned improvements to the sand volleyball area. Superintendent Violante stated she has tried to get rid of rubber tires from that area in the past, but has had no luck. Commissioner Pionke said he would look into finding a company to dispose of the old rubber tires surrounding the sand volleyball courts.

Superintendent Violante stated the Public Works Foreman has suggested digging up and replacing the field drains to improve drainage.

- Creekside Park

Superintendent Violante stated that she is getting prices to restripe the basketball courts.

- Farmingdale Park

Commissioner Schuurman stated that the two limestone paths need to be connected around the west side of the playground.

- Lake Hinsdale Village

This will be taken care of by the Com Ed Grant.

- Prairie Trail Park

Commissioner Schuurman suggested installing a canopy.

- Midway Park

Commissioner Landsman suggested installing some benches for soccer players to sit on.

- Ridgemoor Park

Superintendent Violante stated she has added a bench and an aerator to the wish list. Commissioner Pionke suggested adding some landscaping.

- Waterford Park

Superintendent Violante stated her list includes the installation of a basketball court and the possible addition of a gaga pit. In addition a path connecting the playground and new walking path is needed.

- Willow Pond

Superintendent Violante stated that this will be taken care of with the OSLAD grant.

7. CORRESPONDENCE/COMMUNICATIONS

There was no correspondence or communications.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Schuurman to adjourn the meeting at the hour of 7:49 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

October 7, 2014

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on September 8th, 2014 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 6:00 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Deputy Chief Mark Altobella, Chairman of the Public Safety Committee Dennis Baker and Trustee Terrence Kelly.

1. Reviewed the August 11th, 2014 Public Safety Committee Meeting Minutes.
The Committee approved the August 11th, 2014 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 07/21/2014 – 08/17/2014 - Information.
4. Reviewed the Monthly Expenditure Report for August 2014 – Information.
5. Reviewed the Monthly Offense Summary Report for August 2014 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Officer Dan Polfliet
 - Officer Dave Gaddis
 - Officer John Skiba
 - Officer Jose Chavez-Jimenez
 - Officer Scott Eisenbeis
 - Detective Lauren Kaspar
 - Detective Tim Kobler
 - Officer Darren Biggs
7. Discussion Items
 - NARCAN Incident
Chief Shelton informed the Public Safety Committee of an incident that occurred on August 28th, 2014. Officer Biggs responded to an incident involving a subject who had overdosed on Heroin. Officer Biggs administered NARCAN to the subject to counteract the effects of the Heroin.
 - Patrol Eligibility List
Chief Shelton advised the Public Safety Committee there are currently (2) potential candidates in the hiring process. Both candidates are scheduled for medical and psychological exams this week, and will take the police academy power test on September 16th, 2014. If all phases are successfully passed, their start date for the Suburban Law Enforcement Academy will be September 29th, 2014.

- CALEA Report (June On-Site)
Chief Skelton reviewed the June 2014 CALEA on-site assessment report, which was submitted by Team Leader, Jim Fox. The report indicated a very positive CALEA review.

8. Visitor's Business*

9. Adjournment
The meeting was adjourned at 6:15p.m.

* Visitor's business (Public comment is limited to three minutes per person on agenda items only).

NEXT MEETING SCHEDULED OCTOBER 13TH, 2014 AT 6:00 P.M.