

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 23, 2015, AT 6:30 P.M. AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - March 9, 2015 (APPROVE)
  - c. Minutes - Special Board Budget Meeting - March 16, 2015 (APPROVE)
  - d. Warrants - \$236,602.24 (APPROVE)
  - e. Ordinance - An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois (PASS)
  - f. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Landscape Fertilization Services - Between the Village of Willowbrook and TruGreen LP (ADOPT)
  - g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Streetlight Maintenance Services - Between the Village of Willowbrook and Rag's Electric (ADOPT)
  - h. Resolution - A Resolution Accepting the Project Bid Submitted by Era Valdivia Contractors, Inc., Chicago, to Complete a Rehabilitation of the Existing Above-Grade Water Storage Structure Located at 7760 Quincy Street and Authorizing the Issuance of a Notice of Award for the Project (ADOPT)

- i. Resolution - A Resolution Accepting the Project Bid Submitted by Utility Dynamics Corporation, Oswego, to Complete a LED Streetlight Conversion Project Within the Village and Authorizing the Issuance of a Notice of Award for the Project (ADOPT)
- j. Proclamation - A Proclamation Declaring May 16, 2015 as DuPage River Sweep Day Throughout DuPage County (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,250,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL PROJECTS WITHIN THE VILLAGE, REFINANCING CERTAIN OUTSTANDING OBLIGATIONS AND PAYING FOR COSTS RELATED THERETO
8. RESOLUTION - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF REVENUE

PRIOR BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. EXECUTIVE SESSION
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 9, 2015 AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Trustee Paul Oggerino

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Interim Director of Finance Carrie Dittman, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. PUBLIC HEARING

The Public Hearing was called to order at 6:31 p.m. at the Willowbrook Village Police Station Building of the Village of Willowbrook DuPage County, Illinois (the "Village" or the "Issuer"), 7760 Quincy Street, Willowbrook, Illinois regarding a plan to issue not to exceed \$5,250,000 in aggregate principal amount of the Issuer's General Obligation Bonds (Alternate Revenue Source), Series 2015 (the "Bonds").

Frank A. Trilla, Mayor, as Hearing Officer read the following statement:

"The first item of business tonight is a public hearing. I call the public hearing to order.

Let the record reflect that this is a public hearing being held pursuant to the requirements of sections 10 and 20 of the bond issue notification act of the State

of Illinois, as amended. Notice of this hearing was published on January 30, 2015 and on February 20, 2015, in the Willowbrook Suburban Life, a newspaper of general circulation in the Village. This is a hearing regarding a plan to issue not to exceed \$5,250,000 in aggregate principal amount of the issuer's general obligation bonds (alternate revenue source), series 2015 (the "bonds"). The proceeds of the bonds will be used to (1) finance the acquisition, construction, rehabilitation and equipping of infrastructure within the municipality, including, but not limited to, the renovation, rehabilitation and expansion of the Village's police station and the rehabilitation of a water tower, (2) advance refund a portion of the Village's outstanding general obligation bonds (alternate revenue source), series 2008, which were issued to acquire and construct a public works garage serving in part the water system and to acquire and construct the 75th Street extension in the village and (3) pay certain costs of issuance of the bonds thereof.

The bonds will be issued by the issuer in accordance with the provisions of Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and shall constitute a general obligation of the Village, payable from (1) receipts of the Village's distributive share of State of Illinois income taxes (such distributive share referred to herein as the "revenue sharing receipts") imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, (2) with respect to the new water portion of the project and the prior water portion of the refunding, the net revenues of the Village's waterworks system ("net revenues" generally, means gross revenues minus operating and maintenance expenses excluding depreciation) (together, the revenue sharing receipts and the net revenues are the "pledged revenues"), and (3) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount.

This public hearing is required by section 10 of the bond issue notification act of the State of Illinois, as amended. At the time and place set for the public hearing, residents, taxpayers and other interested persons will be given the opportunity to express their

views for or against the proposed plan of financing, the issuance of the bonds and the purpose of the issuance of the bonds.”

Mayor Trilla asked if any trustees would like to make comments for the record. No comments were related.

Mayor Trilla then asked if Village Staff had any comments. Interim Director of Finance Dittman advised that the amount specified in the ordinance was to not exceed \$5,250,000. Ms. Dittman stated that the actual amount will be \$5,055,000.

Mayor Trilla asked if anyone in the audience wished to comment on the proposed bond issue. No one stepped forward.

Attorney Bastian questioned if any written comments had been received regarding the proposed bond issue. Administrator Halik advised that none had been received.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to conclude the Public Hearing at the hour of 6:37 p.m.

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

MOTION DECLARED CARRIED

#### 5. VISITORS' BUSINESS

Mr. Zoltan Baksay, 7806 Eleanor Place, spoke to the Board reference the problems with speeding vehicles in the 7700-7800 block of Eleanor Place.

Willowbrook Police Detective Tim Kobler, 7760 Quincy Street, Willowbrook, IL. Detective Kobler spoke on behalf of the members of the Fraternal Order of Police Lodge #128. He stated that this is the seventh year that the officers have teamed up with the Kerry Piper Pub in hosting the annual St. Baldrick's Day event to be held on Sunday, March 15<sup>th</sup> beginning at 11:00 a.m. Detective Kobler reminded the Board that St. Baldrick's is a leading pediatric cancer research organization. St. Baldrick's Day raises money by participants shaving their heads in support of children that are going through chemo treatments. For 2015, the goal is again \$100,000. As of this date, the event has raised over \$41,000. Detective Kobler invited the Board to attend the event, which includes a band and silent auction.

6. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 9, 2015 (APPROVE)
- c. Minutes - Regular Board Meeting - February 23, 2015 (APPROVE)
- d. Warrants - \$261,455.75 (APPROVE)
- e. Monthly Financial Report - February 28, 2015 (APPROVE)
- f. Ordinance - An Ordinance Amending Title 3, Section 3-12-5(B) of the Village Code - Liquor Control Act, Class B License - Ordinance No. 15-O-03 (PASS)
- g. Motion - A Motion to Approve Application for A License to Raffle - The Kerry Piper Irish Pub (PASS)
- h. Plan Commission Recommendation - Amendment to a Special Use Permit for a Major Change to a Planned Unit Development that Includes Additional Exceptions for Parking and Loading Pursuant to 9-13-6(L), for Approval of Additional Parking and Loading Dock Site Improvements, and Enhanced Façade, Landscaping and Signage, 6300 Kingery Highway (Hinsdale Lake Commons Shopping Center) (RECEIVE)

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, Davi, Kelly, Mistele, and Neal. NAYS: None. ABSENT: Trustee Oggerino.

MOTION DECLARED CARRIED

NEW BUSINESS

7. ORDINANCE - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2014 TO PAY THE PRINCIPAL AND INTEREST ON THE \$2,050,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Interim Director Dittman related that this is the only outstanding debt that the Village has. Each year the bonds are secured by income tax receipts and water revenues. This amount is usually sufficient to pay the principal and interest on the bonds, and no tax would not need to be applied to residents.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 15-0-04 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had attended the Plan Commission meeting on March 4<sup>th</sup> and was impressed by the plans for Hinsdale Lake Commons and with staff and the commissioners.

Trustee Mistele had no report.

Trustee Berglund questioned what can be done with Mr. Baksay's complaint. Administrator Halik advised that he and Chief Shelton will meet with him to discuss the issue.

Trustee Davi had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:47 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 23, 2015.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 16, 2015, AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

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

ABSENT: None.

Also present were Village Administrator Tim Halik, Interim Finance Director Carrie Dittman, and Chief of Police Mark Shelton.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrator Halik to lead everyone in saying the Pledge of Allegiance.

4. PUBLIC HEARING - APPROPRIATION ORDINANCE

The Public Hearing was called to order at 5:31 p.m. at the Willowbrook Village Police Department Building, 7760 Quincy Street, Willowbrook, Illinois. Mayor Trilla opened the public hearing relative to the proposed Appropriation Ordinance for Fiscal Year 2015-2016.

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

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

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

MOTION DECLARED CARRIED

5. DISCUSSION - FISCAL YEAR 2015-16 DRAFT BUDGET

Administrator Halik presented to the Village Board a general overview of the budget. Administrator Halik advised that the majority of the summary highlights were discussed at the Joint Committee Review meeting held on February 18, 2015. He noted the following:

- The final budget for fiscal year 2015/16 should be approved no later than the April 27, 2015 Board meeting.
- All existing services and programs will be maintained.
- Proposed days of operating expense is 182 days at \$22,527 cost p/day.
- The Five Year Plan is to include spending on identified projects and programs.

Administrator Halik reviewed the General Fund highlights. Attributes include:

- Proposed budget includes a drawdown of reserves of approximately \$1,001,999.
- Does not include any salary increases for non-union employees.
- Includes a 2.75% wage increase for Unionized patrol officers.
- Health insurance costs include no increase.
- Police Pension contributions went up 18.2%.
- IMRF Pension contributions went down 3.68%.

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

- \$400,000 - Illinois Department of Natural Resources OSLAD grant. Administrator Halik advised that the Village received notice that this grant was suspended. A financial report of money spent to date must be sent to the State by March 23, 2015.
- \$60,000 - Illinois DCEO - Illinois Capital Bill - Knolls Lake Drainage Improvement Project. These funds will be transferred to another eligible project.
- \$92,000 - Illinois DCEO - Illinois Capital Bill - LED Streetlight Replacement Project.
- \$50,000 - Illinois DCEO - Illinois Capital Bill - Prairie Trail Park improvements.

- \$10,000 - ComEd Green Region Grant - Renovation of Lake Hinsdale Park.
- \$10,000 - ComEd Community Safety Program - Install a security system at the new Village Hall.
- \$542,000 - Federal STP - Road Maintenance Project for Clarendon Hills Road (north) will be used in 2016 Road Maintenance Program. (Funding was approved in FY2011/12)

Administrator Halik again reiterated that there are no wage increases for non-union employees included in these budget numbers. There are 36 full-time employees. Administrator Halik stated that the proposed budget includes funding for one (1) part-time receptionist at the Village Hall and a Parks Program supervisor.

Interim Director of Finance Carrie Dittman provided a financial overview of the Fiscal Year 2015-2016 budget.

- FY 2015-16 budgeted major revenues of the General Fund are anticipated to be \$6.97 million, and FY 2014/15 estimated actual revenues are \$7.38 million.

Ms. Dittman reminded the Board that a 25% decrease in income tax was factored into the numbers in anticipation that there will likely be a reduction in local government distributed funds. The other revenue sources are fairly stable. FY 2015-16 total General Fund Revenues is estimated at \$8,636,488. Sales tax is the major revenue source at 42%.

The FY 2015-16 General Fund Expenditures is estimated at \$9,638,487 with the police department accounting for 50% of the budget.

Ms. Dittman presented the General Fund's projected balances for each of the next five (5) years, and revenue and expenditure summaries for each Village fund. There will be approximately \$1,000,000 draw down on reserves of the General Fund in Fiscal Year 2015/16, due to capital expenditures.

Ms. Dittman presented the revenue summary for all funds for the Village, and expenditure summary for all funds of the Village.

Ms. Dittman noted that the current health insurance premium for a single employee is \$6,876 and for family coverage is \$20,220. A potential decrease in rates will be voted on by IPBC in late March.

Ms. Dittman presented the water fund's financial results for the next five (5) years. The results assume no rate increases in revenues, but does include 3% expense increases and transfers to the Water Capital Fund.

Administrator Halik advised that he has not heard of any proposed rate increases from the DuPage Water Commission or the City of Chicago.

Administrator Halik advised that the MFT Fund projects include:

- Scheduled roadway maintenance program in the Waterford Subdivision.
- Accumulation of funds in the MFT fund for the local share of STP grant in 2016.

Individual department budgets were reviewed at the Joint Committee meeting and no further discussion was necessary.

Ms. Dittman advised that the Village currently imposes a 1% hotel room tax. The proceeds must be spent on tourism enhancement within the Village. Major expenditures include dues to the DuPage Convention and Visitors Bureau, advertising, Willowbrook/Burr Ridge Chamber of Commerce directory and special events. Most other non-home rule municipalities within DuPage County charge 3-5% room tax. Interim Director Dittman advised that estimated revenues for the current year are down approximately 17%.

Mayor Trilla is recommending that the Hotel/Motel Tax rate be increased to 5%. Administrator Halik advised that this would only involve an ordinance amendment and would not need to go to referendum or public hearing.

Administrator Halik summarized the Major Capital Projects as follows:

- First Year Water Tank Project
- Master Plan - Phase II - Police Department
- Master Plan - Phase III - CRC Building
- Willow Pond Park
- EAB Abatement Program
- ERP Project

CASH FLOW/FINANCING ANALYSIS

Administrator Halik advised that the Tax Sharing program with the Town Center will be expiring after this coming fiscal year. Then the full sales tax revenues will belong to the Village.

The Pete's Fresh Market progress has been disappointing. They potentially will be opening in 2016 with an estimated \$400,000 per year in revenues.

Administrator Halik stated that the Whole Foods project is moving along. They anticipate opening in August of 2015.

Mayor Trilla advised that he had attended a conference where Governor Rauner was speaking. The Governor stated that if state reforms were accomplished, the LGDF income tax money would continue to be sent to municipalities.

Discretionary Budget Items Requiring Board Direction

There are four (4) discretionary budget items identified. These have not been included in the budget, as of yet.

I. Enterprise Resource Planning (ERP) Project

Ms. Dittman advised that this project was started in 2013. The current system has been in use for over 20 years. Sikich performed an ERP assessment and received three proposals from software vendors. After demonstrations with staff, the two best proposals are being evaluated as to pricing. The proposal from BS&A is the lower of the two bids and was in the amount of approximately \$240,000, which includes a contingency of \$25,000 for out-of-scope items.

Ms. Dittman related that \$208,000 had been budgeted in 2014/15 fiscal year for this project. An additional \$32,000 would need to be added for FY 2015/16.

The Board's consensus was to include funding in the FY 2015/16 budget for this item.

II. Administration Department Intern Position

Administrator Halik stated that there had previously been a part-time intern position that was given up to

create the full-time Management Analyst position. Administrator Halik related that due to the increased workload, there would be value to consider another intern position.

The intern position is typical college students enrolled for bachelor's or master's degrees in a program at local colleges such as Northern Illinois University or UIC.

The Board's consensus was to include funding in the FY 2015/16 budget for this item.

### III. Comcast PEG Channel 6/AT&T U-Verse PEG Channel

Administrator Halik stated that statute requires that cable companies provide a PEG Channel (Public Education and Government). Administrator Halik related that more residents in the Village of Willowbrook are Comcast customers rather than U-Verse.

Costs to connect PEG channels for both companies would be \$7,965.00.

The Board's consensus was to include funding in the FY 2015/16 budget for this item.

### IV. LED Streetlight Conversion

Administrator Halik advised that the Village received a \$92,000 grant from the State of Illinois. Public bid was sent out for conversion of the high-lamp streetlights to LED. The bid only accommodated 64 of the total 222 street lights in the Village. The costs to complete all of street lights would be \$46,131 over the costs of the grant. This proposal was discussed at the Municipal Services Committee meeting.

The Board's consensus was to include funding in the FY 2015/16 budget for this item.

### V. Impact of All Discretionary Items

Administrator Halik reviewed the Budget Workshop discretionary items with the Board. If all

discretionary items were accepted, it would cost a total of approximately \$109,778, which equates to almost five (5) operating days.

Trustee Davi questioned when trustee compensation could be addressed. Administrator Halik advised that statutorily, sitting trustees cannot vote a salary increase for themselves and cannot be changed within 120 days of an election. Administrator Halik stated that within two years, the Village Board can vote on an ordinance for the trustees up for election that can have the increase and in the following election, the rest of the trustees can receive the pay increase.

Trustee Kelly related that when the salaries for Mayor and Village Clerk were increased a couple of years ago, trustee salaries were also discussed. It was agreed at the time that trustee salaries were good where they were.

Administrator Halik advised that the Mayor may authorize this item to be placed on a future Village Board agenda. Administrator Halik related that he receives a survey of trustee compensation from the DuPage Mayors and Managers and will bring forward information.

#### VI. Future Budget Considerations

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

- Village Master Facility Plan  
Phase III - Community Center/Village Board Room - approximately \$500,000.
- Painting of Executive Standpipe - \$586,000
- Year 4 (Final) - EAB Abatement Program  
Approximately \$133,000.
- STP Grant project (i.e. CHRD), local share:  
approximately \$232,000, in addition to annual MFT  
road maintenance program in 2016.

6. EXECUTIVE SESSION

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

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly, seconded by Trustee Davi, to adjourn into Executive Session at the hour of 6:52 p.m.

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

MOTION DECLARED CARRIED

7. ADJOURNMENT

MOTION: Made by Trustee Kelly, seconded by Trustee Berglund, to adjourn the meeting at the hour of 8:09 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 23, 2015

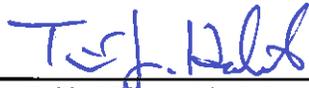
\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

March 23, 2015

|                        |       |              |
|------------------------|-------|--------------|
| GENERAL CORPORATE FUND | ----- | \$89,392.42  |
| WATER FUND             | ----- | 143,102.80   |
| HOTEL/MOTEL TAX FUND   | ----- | 450.00       |
| L.A.F.E.R. FUND        | ----- | 3,657.02     |
| TOTAL WARRANTS         | ----- | \$236,602.24 |

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

APPROVED:

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

VILLAGE OF WILLOWBROOK

RUN DATE: 03/17/15

BILLS PAID REPORT FOR MARCH, 2015

PAGE: 1

RUN TIME: 12:07PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

| DESCRIPTION   | ACCOUNT NUMBER  | AMOUNT      |
|---|-----------------|-------------|
| A FREEDOM FLAG CO (2634)                                | 03/24 CK# 86161 | \$100.80    |
| 18696 BUILDING MAINTENANCE SUPPLIES 01-405-351          | 01-10-466-351   | 100.80      |
| AFLAC (46)  | 03/24 CK# 86162 | \$2,179.28  |
| D7088/MAR 15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217    | 01-210-217      | 453.87      |
| D7088/MAR 15 EMP DED PAY - AFLAC/OTHER INS 01-210-218   | 01-210-218      | 1,725.41    |
| AIRGAS USA LLLC (2600)                                  | 03/24 CK# 86163 | \$50.10     |
| 9925603037 EQUIPMENT RENTAL 01-535-290                  | 01-35-750-290   | 50.10       |
| AL WARREN OIL CO (2205)                                 | 03/24 CK# 86164 | \$2,910.20  |
| IO893694 MAINTENANCE - GAS TANKS AND PUMPS 01-510-412   | 01-35-725-412   | 127.50      |
| IO895528 GASOLINE INVENTORY 01-190-126                  | 01-190-126      | 2,782.70    |
| ALPHA PRINTING (2673)                                   | 03/24 CK# 86165 | \$196.00    |
| 45250 FAMILY SPECIAL EVENT - RACE                       | 01-20-585-154   | 196.00      |
| AMERICAN FIRST AID SERVICE INC (77)                     | 03/24 CK# 86166 | \$15.90     |
| 20644 OPERATING EQUIPMENT 01-451-401                    | 01-30-630-401   | 15.90       |
| ARROWHEAD SCIENTIFIC INC (123)                          | 03/24 CK# 86167 | \$373.23    |
| 76871 OPERATING EQUIPMENT 01-451-401                    | 01-30-630-401   | 373.23      |
| AZAVAR AUDIT SOLUTIONS INC (158)                        | 03/24 CK# 86168 | \$330.84    |
| 10762/MAR 15 UTILITY TAX 01-310-205                     | 01-310-205      | 330.84      |
| CAR REFLECTIONS (296)                                   | 03/24 CK# 86169 | \$135.00    |
| 15-170 MAINTENANCE - VEHICLES 01-451-409                | 01-30-630-409   | 135.00      |
| CENTRAL SALT (2658)                                     | 03/24 CK# 86170 | \$13,173.82 |
| 216228 OPERATING SUPPLIES 01-540-331                    | 01-35-755-331   | 11,496.79   |
| 216454 OPERATING SUPPLIES 01-540-331                    | 01-35-755-331   | 1,677.03    |
| CHRISTOPHER B. BURKE (333)                              | 03/24 CK# 86171 | \$8,732.04  |
| 121329 PLAN REVIEW - PLANNER 01-15-520-257              | 01-15-520-257   | 5,596.30    |
| 121332 REIMB.   | 01-40-820-254   | 440.00      |
| 121333 REIMB.   | 01-15-520-254   | 1,064.00    |
| 121334 FEES- ENGINEERING 01-15-520-245                  | 01-15-520-245   | 364.50      |
| 121335 REIMB.   | 01-15-520-254   | 1,151.75    |
| 121336 PRINTING & PUBLISHING 01-15-510-302              | 01-15-510-302   | 115.49      |
| CITY WIDE OF ILLINOIS (2667)                            | 03/24 CK# 86173 | \$150.00    |
| 1180 MAINTENANCE - BUILDING 01-405-228                  | 01-10-466-228   | 150.00      |
| CITY WIDE OF ILLINOIS (2667)                            | 03/24 CK# 86174 | \$1,035.82  |
| 1170/MARCH 15 MAINTENANCE - BUILDING 01-405-228         | 01-10-466-228   | 1,035.82    |
| CIVIC PLUS (2290)                                       | 03/24 CK# 86175 | \$150.00    |
| 153518 CONSULTING SERVICES 01-410-306                   | 01-10-460-306   | 150.00      |
| 3M COGENT INC (2458)                                    | 03/24 CK# 86176 | \$1,171.00  |
| 258246 MAINTENANCE - RADIO EQUIPMENT 01-451-421         | 01-30-630-421   | 1,171.00    |
| COMMONWEALTH EDISON (370)                               | 03/24 CK# 86177 | \$806.87    |
| 1844110006FB15 ENERGY - STREET LIGHT 01-530-207         | 01-35-745-207   | 806.87      |
| DELTA DENTAL PLAN OF ILLINOIS (468)                     | 03/24 CK# 86178 | \$4,094.27  |
| APRIL 2015 EMP DED PAY-INS 01-210-204                   | 01-210-204      | 822.82      |
| APRIL 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC          | 01-10-455-141   | 193.43      |
| APRIL 2015 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141    | 01-15-510-141   | 55.50       |
| APRIL 2015 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141 | 01-25-610-141   | 111.01      |
| APRIL 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC          | 01-30-630-141   | 2,537.26    |
| APRIL 2015 EMPLOYEE BENEFITS - MEDICAL 01-501-141       | 01-35-710-141   | 207.73      |
| APRIL 2015 EMPLOYEE BENEFITS - MEDICAL 01-551-141       | 01-40-810-141   | 166.52      |

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| DESCRIPTION   | ACCOUNT NUMBER  | AMOUNT     |
|---|-----------------|------------|
| DISCOVERY BENEFITS SIMPLIFY (2534)                  | 03/24 CK# 86179 | \$50.00    |
| 525750/MAR15 EMP DED PAY - FSA FEE 01-210-221       | 01-210-221      | 39.60      |
| 525750/MAR15 EMPLOYEE BENEFIT - MEDICAL INSURANC    | 01-10-455-141   | 10.40      |
| DUPAGE COUNTY TREASURER (497)                       | 03/24 CK# 86180 | \$750.00   |
| IA 15/4TH QTR14 EDP-SOFTWARE 01-457-212             | 01-30-640-212   | 750.00     |
| DUPAGE COUNTY RECORDER (518)                        | 03/24 CK# 86182 | \$42.00    |
| 201503120289 FEES DUES SUBSCRIPTIONS 01-15-510-307  | 01-15-510-307   | 42.00      |
| ECO CLEAN MAINTENANCE INC (2385)                    | 03/24 CK# 86184 | \$1,449.00 |
| 4673/FEB 15 MAINTENANCE - BUILDING 01-405-228       | 01-10-466-228   | 1,449.00   |
| ENVIRO TEST INC (555)                               | 03/24 CK# 86185 | \$87.50    |
| 15130898/FEB15 MAINTENANCE - BUILDING 01-405-228    | 01-10-466-228   | 87.50      |
| FASTSIGNS (588)                                     | 03/24 CK# 86186 | \$259.20   |
| 65-49377 FAMILY SPECIAL EVENT - RACE                | 01-20-585-154   | 259.20     |
| FIRE & SECURITY SYSTEMS INC. (601)                  | 03/24 CK# 86187 | \$94.00    |
| 151072 MAINTENANCE - BUILDING 01-405-228            | 01-10-466-228   | 94.00      |
| W.W. GRAINGER (1999)                                | 03/24 CK# 86188 | \$200.18   |
| 9676042675 ROAD SIGNS 01-540-333                    | 01-35-755-333   | 51.48      |
| 9680561553 BUILDING MAINTENANCE SUPPLIES 01-405-351 | 01-10-466-351   | 30.19      |
| 9683617345 BUILDING MAINTENANCE SUPPLIES 01-405-351 | 01-10-466-351   | 107.55     |
| 9685121148 MAINTENANCE - GARAGE 01-510-413          | 01-35-725-413   | 10.96      |
| H AND R CONSTRUCTION INC. (742)                     | 03/24 CK# 86189 | \$500.00   |
| 14999 SNOW REMOVAL CONTRACT 01-525-287              | 01-35-740-287   | 500.00     |
| HINSDALE HUMANE SOCIETY (792)                       | 03/24 CK# 86190 | \$30.00    |
| NOV 14 - JAN 15 ANIMAL CONTROL 01-465-268           | 01-30-650-268   | 30.00      |
| HOME DEPOT CREDIT SERVICES (808)                    | 03/24 CK# 86191 | \$365.90   |
| 1023075 MAINTENANCE - GARAGE 01-510-413             | 01-35-725-413   | 100.99     |
| 2023002 OPERATING EQUIPMENT 01-540-401              | 01-35-755-401   | 58.40      |
| 3033420 MAINTENANCE SUPPLIES 01-615-331             | 01-20-570-331   | 206.51     |
| HR BLUEPRINT INC (2675)                             | 03/24 CK# 86192 | \$96.00    |
| 86934 PRINTING & PUBLISHING 01-601-302              | 01-20-550-302   | 96.00      |
| ILLINOIS PAPER COMPANY (898)                        | 03/24 CK# 86193 | \$718.66   |
| 51547 OFFICE SUPPLIES 01-451-301                    | 01-30-630-301   | 200.88     |
| 51548 OFFICE SUPPLIES 01-420-301                    | 01-10-455-301   | 517.78     |
| INDUSTRIAL ELECTRICAL SUPPLY (929)                  | 03/24 CK# 86194 | \$276.00   |
| 232042 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 276.00     |
| JODI COLLINS (1792)                                 | 03/24 CK# 86195 | \$18.00    |
| BABYSITTER SUMMER RECREATION FEES 01-310-815        | 01-310-815      | 18.00      |
| KING CAR WASH (1057)                                | 03/24 CK# 86196 | \$325.00   |
| 60/FEB 15 GAS-OIL-WASH-MILEAGE 01-451-303           | 01-30-630-303   | 325.00     |
| KONICA MINOLTA BUSINESS SOLUTIONS (2319)            | 03/24 CK# 86197 | \$575.08   |
| 9001216165 COPY SERVICE 01-451-315                  | 01-30-630-315   | 198.43     |
| 9001224557 COPY SERVICE 01-420-315                  | 01-10-455-315   | 376.65     |
| LANDTECH DESIGN LTD (2620)                          | 03/24 CK# 86198 | \$6,199.05 |
| 1511 PARK IMPROVEMENTS-NEIGHBORHOOD PARK            | 01-20-595-695   | 6,199.05   |
| LEXIS (21)  | 03/24 CK# 86199 | \$167.65   |
| 1009686/FEB 15 FEES-DUES-SUBSCRIPTIONS 01-451-307   | 01-30-630-307   | 167.65     |

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| DESCRIPTION   | ACCOUNT NUMBER  | AMOUNT     |
|---|-----------------|------------|
| LOGSDON OFFICE SUPPLY (2452)                        | 03/24 CK# 86200 | \$787.75   |
| 34419-001 OFFICE SUPPLIES 01-420-301                | 01-10-455-301   | 293.41     |
| 34419-001 OFFICE SUPPLIES 01-25-610-301             | 01-25-610-301   | 55.66      |
| 934419-002 OFFICE SUPPLIES 01-420-301               | 01-10-455-301   | -17.04     |
| 934744-001 OFFICE SUPPLIES 01-05-410-301            | 01-05-410-301   | 26.04      |
| 934744-001 OFFICE SUPPLIES 01-420-301               | 01-10-455-301   | 80.65      |
| 934744-001 OFFICE SUPPLIES 01-25-610-301            | 01-25-610-301   | 31.81      |
| 934744-002 OFFICE SUPPLIES 01-420-301               | 01-10-455-301   | -42.27     |
| 935986-001 OFFICE SUPPLIES 01-420-301               | 01-10-455-301   | 189.18     |
| 935986-001 OFFICE SUPPLIES 01-25-610-301            | 01-25-610-301   | 4.58       |
| 936117-001 OFFICE SUPPLIES 01-420-301               | 01-10-455-301   | 74.53      |
| 936117-001 OFFICE SUPPLIES 01-25-610-301            | 01-25-610-301   | 91.20      |
| MARQUARDT PRINTING CO. (2543)                       | 03/24 CK# 86201 | \$571.00   |
| 26664 PRINTING & PUBLISH 01-420-302                 | 01-10-455-302   | 571.00     |
| MOTOROLA SOLUTIONS INC (1312)                       | 03/24 CK# 86202 | \$68.00    |
| 170811292015 FEES-DUES-SUBSCRIPTIONS 01-451-307     | 01-30-630-307   | 68.00      |
| MUNICIPAL CLERKS OF DUPAGE CNTY (1318)              | 03/24 CK# 86203 | \$60.00    |
| 4/1/15 MTG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304  | 01-05-410-304   | 60.00      |
| NADA YU (2084)                                      | 03/24 CK# 86204 | \$131.00   |
| 280CSP WINTER RECREATION FEES 01-310-816            | 01-310-816      | 135.00     |
| CK FEE CHECK PROCESSING FEE - GIFT CERTS 01-310-821 | 01-310-821      | -4.00      |
| NEOPOST LEASING (1358)                              | 03/24 CK# 86205 | \$395.91   |
| N5201545/APR15 POSTAGE & METER RENT 01-420-311      | 01-10-455-311   | 395.91     |
| NEOPOST USA INC (1359)                              | 03/24 CK# 86206 | \$223.99   |
| 14508278 POSTAGE & METER RENT 01-420-311            | 01-10-455-311   | 223.99     |
| NICOR GAS (1370)                                    | 03/24 CK# 86207 | \$2,541.50 |
| 700 WB FEB15 NICOR GAS                              | 01-35-725-415   | 811.58     |
| 7760 FEB15 NICOR GAS (7760) 01-405-235              | 01-10-466-235   | 1,006.66   |
| 825 MW FEB15 NICOR GAS (825)                        | 01-10-466-237   | 180.76     |
| 835 MW FEB15 NICOR GAS (7760) 01-405-235            | 01-10-466-235   | 542.50     |
| NORTH EAST MULTI REGIONAL TRNG. (1371)              | 03/24 CK# 86208 | \$255.00   |
| 192988/VOLEK SCHOOLS-CONFERENCE TRAVEL 01-451-304   | 01-30-630-304   | 255.00     |
| PCS INDUSTRIES (2676)                               | 03/24 CK# 86209 | \$2,681.07 |
| 191474 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 1,153.40   |
| 191474A BUILDING MAINTENANCE SUPPLIES 01-405-351    | 01-10-466-351   | 376.24     |
| 191806 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 612.27     |
| 191806A BUILDING MAINTENANCE SUPPLIES 01-405-351    | 01-10-466-351   | 44.69      |
| 191807 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 434.15     |
| 192638 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 44.72      |
| 192697 BUILDING MAINTENANCE SUPPLIES 01-405-351     | 01-10-466-351   | 15.60      |
| PETTY CASH C/O TIM HALIK (1492)                     | 03/24 CK# 86210 | \$39.07    |
| 3/16/15 PUBLIC RELATIONS 01-435-365                 | 01-10-475-365   | 3.95       |
| 3/16/15 SCHOOLS-CONFERENCE TRAVEL 01-25-610-304     | 01-25-610-304   | 7.62       |
| 3/16/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304        | 01-30-630-304   | 27.50      |
| POMP'S TIRE SERVICE INC (1529)                      | 03/24 CK# 86211 | \$582.33   |
| 3238215 MAINTENANCE - VEHICLES 01-520-409           | 01-35-735-409   | 582.33     |
| PUBLIC SAFETY DIRECT INC (2309)                     | 03/24 CK# 86212 | \$98.20    |
| 27058 MAINTENANCE - VEHICLES 01-451-409             | 01-30-630-409   | 98.20      |

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|--|-----------------|-------------|
| RAGS ELECTRIC, INC (1585)                        | 03/24 CK# 86213 | \$1,904.34  |
| 15109 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 211.50      |
| 15110 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 681.86      |
| 15111 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 307.50      |
| 15112 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 162.50      |
| 15113 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 102.50      |
| 15114 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 112.50      |
| 15115 MAINTENANCE - STREET LIGHTS 01-530-223     | 01-35-745-223   | 325.98      |
| ROBERT WHITE CONSTRUCTION (2579)                 | 03/24 CK# 86215 | \$6,800.00  |
| 1115 SNOW REMOVAL CONTRACT 01-525-287            | 01-35-740-287   | 2,800.00    |
| 1116 STREET & ROW MAINTENANCE 01-535-328         | 01-35-750-328   | 2,800.00    |
| 1117 STREET & ROW MAINTENANCE 01-535-328         | 01-35-750-328   | 1,200.00    |
| RUTLEDGE PRINTING CO. (1648)                     | 03/24 CK# 86216 | \$286.58    |
| 124300 PRINTING & PUBLISHING 01-451-302          | 01-30-630-302   | 286.58      |
| SAM SCHWARTZ ENGINEERING DPC (2383)              | 03/24 CK# 86217 | \$489.00    |
| 63269 PLAN REVIEW - TRAFFIC CONSULTANT           | 01-15-520-258   | 489.00      |
| SCHWAAB, INC. (1672)                             | 03/24 CK# 86218 | \$162.24    |
| E40164 OFFICE SUPPLIES 01-15-510-301             | 01-15-510-301   | 81.12       |
| E40164 OFFICE SUPPLIES 01-551-301                | 01-40-810-301   | 81.12       |
| SEASON COMFORT, CORP. (1687)                     | 03/24 CK# 86219 | \$386.98    |
| 205894 MAINTENANCE - PW BUILDING                 | 01-35-725-418   | 187.50      |
| 205908 MAINTENANCE - PW BUILDING                 | 01-35-725-418   | 199.48      |
| SPRINT (1357)                                    | 03/24 CK# 86220 | \$37.99     |
| 952377363049 PHONE - TELEPHONES 01-451-201       | 01-30-630-201   | 37.99       |
| STAPLES (1767)                                   | 03/24 CK# 86221 | \$1,501.41  |
| 8033303474 OFFICE SUPPLIES 01-420-301            | 01-10-455-301   | 129.99      |
| 8033303474 OFFICE SUPPLIES 01-601-301            | 01-20-550-301   | 129.99      |
| 8033303474 OFFICE SUPPLIES 01-25-610-301         | 01-25-610-301   | 129.99      |
| 8033303474 OFFICE SUPPLIES 01-501-301            | 01-35-710-301   | 129.99      |
| 8033303474 OFFICE SUPPLIES 01-551-301            | 01-40-810-301   | 118.47      |
| 8033303474-2 OFFICE SUPPLIES 01-420-301          | 01-10-455-301   | 113.87      |
| 8033303474-2 OFFICE SUPPLIES 01-25-610-301       | 01-25-610-301   | 19.66       |
| 8033303474-21 OFFICE SUPPLIES 01-420-301         | 01-10-455-301   | 468.36      |
| 8033385313 OPERATING EQUIPMENT 01-451-401        | 01-30-630-401   | -98.16      |
| 8033385314 OFFICE SUPPLIES 01-420-301            | 01-10-455-301   | 64.27       |
| 8033385314 OFFICE SUPPLIES 01-551-301            | 01-40-810-301   | 69.42       |
| 8033385314-2 OFFICE SUPPLIES 01-420-301          | 01-10-455-301   | 199.99      |
| 8033494231 OFFICE SUPPLIES 01-451-301            | 01-30-630-301   | 25.57       |
| LAW OFFICES STORINO RAMELLO & DURKIN (2545)      | 03/24 CK# 86222 | \$3,112.30  |
| 66554/FEB 15 FEES - VILLAGE ATTORNEY 01-425-239  | 01-10-470-239   | 3,112.30    |
| SUBURBAN LIFE PUBLICATIONS (1805)                | 03/24 CK# 86223 | \$441.84    |
| 215100746002 PRINTING & PUBLISHING 01-15-510-302 | 01-15-510-302   | 218.28      |
| 215100746002 PRINTING & PUBLISHING 01-601-302    | 01-20-550-302   | 223.56      |
| T.P.I. (1886)                                    | 03/24 CK# 86225 | \$13,289.38 |
| 2015-02FEB 15 REIMB.                             | 01-40-820-258   | 10,433.38   |
| 2015-02FEB 15 REIMB.                             | 01-40-830-109   | 315.00      |
| 2015-02FEB 15 PLUMBING INSPECTION 01-565-115     | 01-40-830-115   | 2,541.00    |
| TOM & JERRY'S SHELL SERVICES (1883)              | 03/24 CK# 86227 | \$678.00    |
| 51066 MAINTENANCE - VEHICLES 01-451-409          | 01-30-630-409   | 25.45       |

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|---|-----------------|-------------|
| 51067 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 25.45       |
| 51068 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 219.47      |
| 51078 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 25.45       |
| 51109 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 25.45       |
| 51130 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 10.15       |
| 51144 MAINTENANCE - VEHICLES 01-451-409         | 01-30-630-409   | 129.00      |
| FEB 15 GAS GAS-OIL-WASH-MILEAGE 01-451-303      | 01-30-630-303   | 73.99       |
| FEB 15 GAS GAS-OIL-WASH-MILEAGE 01-501-303      | 01-35-710-303   | 143.59      |
| UNIFIRST (1926)                                 | 03/24 CK# 86228 | \$254.35    |
| 0610890264 MAINTENANCE - BUILDING 01-405-228    | 01-10-466-228   | 196.25      |
| 0610890320 MAINTENANCE - PW BUILDING            | 01-35-725-418   | 58.10       |
| VERIZON WIRELESS (1972)                         | 03/24 CK# 86229 | \$698.94    |
| 9741519860 PHONE - TELEPHONES 01-05-410-201     | 01-05-410-201   | 61.46       |
| 9741519860 PHONE - TELEPHONES 01-420-201        | 01-10-455-201   | 23.36       |
| 9741519860 PHONE - TELEPHONES 01-451-201        | 01-30-630-201   | 378.87      |
| 9741519860 TELEPHONES 01-501-201                | 01-35-710-201   | 136.83      |
| 9741519860 TELEPHONES 01-551-201                | 01-40-810-201   | 98.42       |
| KRISTIN VIOLANTE (2399)                         | 03/24 CK# 86230 | \$112.70    |
| 2/21/14-3/12/15 GAS-OIL-WASH-MILEAGE 01-601-303 | 01-20-550-303   | 112.70      |
| WAREHOUSE DIRECT (2002)                         | 03/24 CK# 86231 | \$169.36    |
| 2621778-0 OPERATING EQUIPMENT 01-451-401        | 01-30-630-401   | 133.26      |
| 2624734-0 OFFICE SUPPLIES 01-451-301            | 01-30-630-301   | 36.10       |
| WESTFIELD FORD (2028)                           | 03/24 CK# 86232 | \$728.71    |
| 388594 MAINTENANCE - VEHICLES 01-520-409        | 01-35-735-409   | 562.70      |
| 388686 MAINTENANCE - VEHICLES 01-520-409        | 01-35-735-409   | 166.01      |
| WESTTOWN AUTO SUPPLY COMPANY (2026)             | 03/24 CK# 86233 | \$201.39    |
| 62136 MAINTENANCE - VEHICLES 01-520-409         | 01-35-735-409   | 98.20       |
| 62328 MAINTENANCE - VEHICLES 01-520-409         | 01-35-735-409   | 11.67       |
| 62389 MAINTENANCE - VEHICLES 01-520-409         | 01-35-735-409   | 37.20       |
| 62465 MAINTENANCE - VEHICLES 01-520-409         | 01-35-735-409   | 54.32       |
| WILLOWBROOK FORD INC. (2056)                    | 03/24 CK# 86234 | \$1,893.70  |
| 8021244/1 SELF INS - DEDUCTIBLE 01-460-273      | 01-30-645-273   | 1,893.70    |
| TOTAL GENERAL CORPORATE FUND                    |                 | \$89,392.42 |

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WATER FUND

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| DESCRIPTION   | ACCOUNT NUMBER   | AMOUNT  |
|---|--|---|
| CHRISTOPHER B. BURKE (333)<br>121331 FEES - ENGINEERING 02-405-245  | 03/24 CK# 86171<br>02-50-405-245                                   | \$1,989.25<br>1,989.25                          |
| COMMONWEALTH EDISON (370)<br>5071072051FB15 ENERGY - ELECTRIC PUMP 02-420-206   | 03/24 CK# 86177<br>02-50-420-206                                   | \$1,572.11<br>1,572.11                          |
| DELTA DENTAL PLAN OF ILLINOIS (468)<br>APRIL 2015 EMPLOYEE BENEFITS - MEDICAL   | 03/24 CK# 86178<br>02-50-401-141                                   | \$207.72<br>207.72                              |
| DUPAGE WATER COMMISSION (521)<br>10814/FEB 15 PURCHASE OF WATER 02-420-575  | 03/24 CK# 86183<br>02-50-420-575                                   | \$126,334.13<br>126,334.13                      |
| LOGSDON OFFICE SUPPLY (2452)<br>934744-001 OFFICE SUPPLIES 02-401-301   | 03/24 CK# 86200<br>02-50-401-301                                   | \$3.96<br>3.96                                  |
| RND EXHIBITS INT'L CORP. (2009)<br>WR 03/10/15 OVER PAYMENT SENT TO CUSTOMER-DM RND EXHIBITS INT'L CORP. UT#<br>410405.000  | 03/24 CK# 86214<br>02-280-133                                      | \$1,316.69<br>1,316.69                          |
| SUNSET SEWER & WATER (2276)<br>2015-061 WATER DISTRIBUTION REPAIR-MAINTENAN<br>2015-062 WATER DISTRIBUTION REPAIR-MAINTENAN<br>2015-066 WATER DISTRIBUTION REPAIR-MAINTENAN | 03/24 CK# 86224<br>02-50-430-277<br>02-50-430-277<br>02-50-430-277 | \$11,370.81<br>3,461.48<br>5,672.07<br>2,237.26 |
| TAMELING GRADING (1836)<br>TG5/FB15 LANDSCAPE - OTHER 02-430-299  | 03/24 CK# 86226<br>02-50-430-299                                   | \$96.00<br>96.00                                |
| VERIZON WIRELESS (1972)<br>9740847544 PHONE - TELEPHONES 02-401-201<br>9741519860 PHONE - TELEPHONES 02-401-201   | 03/24 CK# 86229<br>02-50-401-201<br>02-50-401-201                  | \$212.20<br>75.37<br>136.83                     |
| TOTAL WATER FUND  |  | \$143,102.87                                    |

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HOTEL/MOTEL TAX FUND

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| DESCRIPTION                             | ACCOUNT NUMBER  | AMOUNT   |
|---|-----------------|----------|
| DUPAGE CONVENTION (494)                 | 03/24 CK# 86181 | \$450.00 |
| 2390 FEES-DUES-SUBSCRIPTIONS 03-401-307 | 03-53-401-307   | 450.00   |
| TOTAL HOTEL/MOTEL TAX FUND              |                 | \$450.00 |

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LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND

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| DESCRIPTION   | ACCOUNT NUMBER  | AMOUNT     |
|---|-----------------|------------|
| CAR REFLECTIONS (296)                                       | 03/24 CK# 86169 | \$270.00   |
| 4981 VILLAGE HALL REMODEL (835 MIDWAY)                      | 14-75-930-410   | 270.00     |
| CHRISTOPHER B. BURKE (333)                                  | 03/24 CK# 86171 | \$583.00   |
| 121330 ENGINEERING  | 14-75-920-245   | 583.00     |
| CINTAS FIRST AID & SAFETY (2674)                            | 03/24 CK# 86172 | \$1,245.00 |
| 9006876621 VILLAGE HALL REMODEL (835 MIDWAY)                | 14-75-930-410   | 1,245.00   |
| W.W. GRAINGER (1999)  | 03/24 CK# 86188 | \$78.94    |
| 9682966883 VILLAGE HALL REMODEL (835 MIDWAY)                | 14-75-930-410   | 78.94      |
| HOME DEPOT CREDIT SERVICES (808)                            | 03/24 CK# 86191 | \$70.55    |
| 4032917 VILLAGE HALL REMODEL (835 MIDWAY)                   | 14-75-930-410   | 70.55      |
| PETTY CASH C/O TIM HALIK (1492)                             | 03/24 CK# 86210 | \$24.90    |
| 3/16/15 VILLAGE HALL REMODEL (835 MIDWAY)                   | 14-75-930-410   | 24.90      |
| STAPLES (1767)  | 03/24 CK# 86221 | \$1,249.63 |
| 8033303474 VILLAGE HALL REMODEL (835 MIDWAY)                | 14-75-930-410   | 230.80     |
| 8033303474-2 VILLAGE HALL REMODEL (835 MIDWAY)              | 14-75-930-410   | 138.84     |
| 8033385314 VILLAGE HALL REMODEL (835 MIDWAY)                | 14-75-930-410   | 879.99     |
| TAMELING GRADING (1836)                                     | 03/24 CK# 86226 | \$135.00   |
| TG5/FB15 VILLAGE HALL REMODEL (835 MIDWAY)                  | 14-75-930-410   | 135.00     |
| TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN |                 | \$3,657.02 |

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2015

RUN DATE: 03/17/15

SUMMARY ALL FUNDS

RUN TIME: 12:07PM

| BANK ACCOUNT    | DESCRIPTION  | AMOUNT     |    |
|-----------------|--|------------|----|
| 01-110-105      | GENERAL CORPORATE FUND-CHECKING - 0010330283           | 89,392.42  | *  |
| 02-110-105      | WATER FUND-CHECKING 0010330283                         | 143,102.87 | *  |
| 03-110-105      | HOTEL/MOTEL TAX FUND-CHECKING 0010330283               | 450.00     | *  |
| 14-110-105      | LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC | 3,657.02   | *  |
| TOTAL ALL FUNDS |  | 236,602.31 | ** |

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO.** 5e

**AGENDA DATE:** 03/23/2015

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

**SIGNATURE:** Jo Ellen Charlton

**LEGAL REVIEW:** Tom Bastian

**SIGNATURE:** THOMAS BASTIAN TH.

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H.

**REVIEWED & APPROVED BY COMMITTEE:**

Not Applicable

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31<sup>st</sup> of each year if there have been any map amendments (i.e. rezonings, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2014.

The new map includes modifications from the previous map:

1. Annexation of "left over" parts of 3 lots on Lane Court and Ridgemoor.
2. Special Use PUD for 650 Willowbrook Center Parkway.
3. Rezoning and Special Use for 7680 Quincy for the Swim Club.
4. 79<sup>th</sup> Street rezoning of properties from R-1 to B-4.
5. Special Use for performing arts academy in Willow Commons Shopping Center.
6. Changed "Official" map back to black and white to minimize confusion. Color versions will also be available and are good when printing "quick reference" maps at the 11x17 size. Both the black and white and the color version will be available on the Village's website.

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

Staff recommends approval of the attached ordinance.

#### ACTION PROPOSED:

Approval of the ordinance and direction to the Village Clerk to publish the map.

ORDINANCE NO. 15-O-\_\_\_\_

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

---

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

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

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

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

PASSED and APPROVED this 23th day of March, 2015.

APPROVED:

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

ATTEST:

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

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

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

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

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

Exhibit "A"

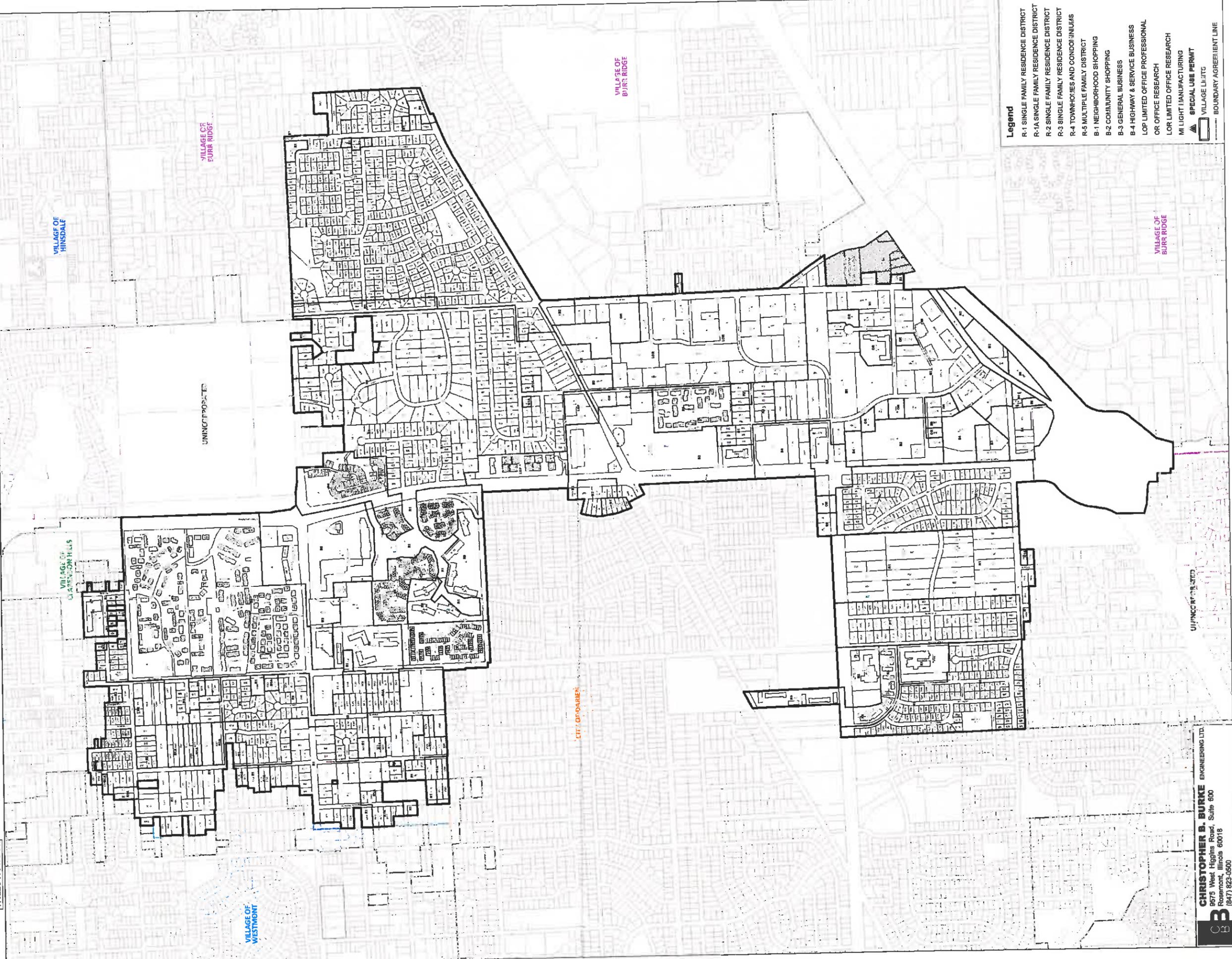


# VILLAGE OF WILLOWBROOK ZONING MAP



SCALE: 1" = 100' (AS SHOWN)

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH XX, 2015 (VALID THROUGH 12-31-14)



- Legend**
- R-1 SINGLE FAMILY RESIDENCE DISTRICT
  - R-1A SINGLE FAMILY RESIDENCE DISTRICT
  - R-2 SINGLE FAMILY RESIDENCE DISTRICT
  - R-3 SINGLE FAMILY RESIDENCE DISTRICT
  - R-4 TOWNHOUSES AND CONDOMINIUMS
  - R-5 MULTIPLE FAMILY DISTRICT
  - B-1 NEIGHBORHOOD SHOPPING
  - B-2 COMMUNITY SHOPPING
  - B-3 GENERAL BUSINESS
  - B-4 HIGHWAY & SERVICE BUSINESS
  - LOP LIMITED OFFICE PROFESSIONAL
  - OR OFFICE RESEARCH
  - LOR LIMITED OFFICE RESEARCH
  - MI LIGHT MANUFACTURING
  - SPECIAL USE PERMIT
  - VILLAGE LIMIT
  - BOUNDARY AGREEMENT LINE

**CHRISTOPHER B. BURKE ENGINEERING LTD.**  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0560

Map prepared by: CBB  
 Date: 12/15/14  
 File: Willowbrook\_Zoning\_Map\_12-15-14.mxd

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

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

AGENDA NO. 5f

AGENDA DATE: 03/23/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Te Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Te Halik

REVIEWED & APPROVED BY COMMITTEE:

YES  on 3/9/15

NO

N/A

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

The Village's current contract for landscape fertilization services is with TruGreen LP. This contract includes six (6) separate fertilizer and weed control applications throughout the year on roadside right-of-ways, medians, parks, and specified facilities. The contract period is from May 1, 2014 thru April 30, 2015 for the amount of \$19,970. The contract was awarded in April 2013 after a competitive bidding process. It has been the Village's practice to extend such service contracts for a subsequent year provided the service is acceptable and the price does not significantly change. In this case, TruGreen LP has provided satisfactory service to the Village and has agreed to again extend the contract with no increase in price. Attached, please find a contract rider ("Agreement") which references the existing contract specifications and a resolution waiving the competitive bidding process and authorizing the Mayor and Village Clerk to execute the Agreement.

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

The Municipal Services Committee has discussed this item at their regular meeting on March 9, 2015 and recommends that the Village Board approve a contract extension with TruGreen LP with no increase in price.

Therefore, staff recommends that the competitive bidding process be waived and that a one-year contract extension be awarded to TruGreen LP at the same price as the 2014 season.

### ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 15-R-\_\_\_\_\_

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

---

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

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

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

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

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

ADOPTED and APPROVED this 23rd day of March, 2015

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

## AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2015, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and TruGreen LP

### WITNESSETH:

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

WHEREAS, by Resolution 14-R-11, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with TruGreen LP for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2014, to April 30, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2015, to April 30, 2016, with the total amount not to exceed \$19,970 and,

WHEREAS, TruGreen LP has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$19,970 as agreed to by a letter to the Village dated January 6, 2015, which is attached hereto and incorporated herein as Exhibit "B".

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

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

**Section 2.** The Village and TruGreen LP hereby extend the term of the Contract for the period from May 1, 2015, to April 30, 2016, with the total cost amount not to exceed \$19,970.

**Section 3.** Notwithstanding anything to the contrary, TruGreen LP hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2015, to April 30, 2016, as otherwise described and set forth in the Contract.

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

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

ATTEST:

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

TruGreen LP

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

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

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

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

**CONTRACT PERIOD: MAY 1, 2014 – APRIL 30, 2015**

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

*APPROXIMATELY FORTY-NINE (49) PAGES*

RESOLUTION NO. 14-R- 11

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

---

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

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

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

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

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

ADOPTED and APPROVED this 24th day of March, 2014

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Berglund, Davi, Kelly, Mistela, Oggenino  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation,  
By: John A. Tall  
Mayor

ATTEST:  
Lorayne Hanson  
Village Clerk

TruGreen LP  
By: Marco Luciani  
Its: Corporate Auditing Manager

ATTEST:  
Joanne Prible



**EXHIBIT "A" TO AGREEMENT**

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

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

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

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

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

RESOLUTION NO. 13-R- 22

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

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

ADOPTED and APPROVED this 22<sup>nd</sup> day of April, 2013

APPROVED:

Robert Q. Napoli  
Mayor

ATTEST:

Larry R. Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, Berglund, Kelly, Mistele, Trilla

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: DAVI





# Village of Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5694

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

## LEGAL NOTICE

### REQUEST FOR BIDS

**Mayor**

Robert A. Napoli

**Village Clerk**

Leroy R. Hansen

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

Questions should be directed to:

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
For

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

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

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

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

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

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

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

DRAWINGS: NONE

BID OPENING - DATE/TIME/LOCATION: **10:30 AM CST April 15, 2013**  
**WILLOWBROOK VILLAGE HALL**  
7760 Quincy Street  
Willowbrook, Illinois 60527

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

Timothy J. Halik  
Village Administrator

**BID NOTICE**

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

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

**Bid Opening:**                **10:30 AM CST April 15, 2013**

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

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

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

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

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

TruGreen LP  
7650 W. 99<sup>th</sup> St.  
Hickory Hills, IL 60457

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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

**E. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTEES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

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

**T. TERMINATION OF CONTRACT**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**SUBCONTRACTS**

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

**CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

**V. INSURANCE SPECIFICATIONS**

1. The successful Bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

2. The successful Bidder shall maintain limits no less than:

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

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

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

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

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

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

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

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

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

1. **POLICY INFORMATION.**

- A. Insurance Company Zurich American Insurance Co  
B. Policy Number BAP2938657-05  
C. Policy Term: (From) 01/01/2012 (To) 01/01/2015  
D. Endorsement Effective Date 01/01/2012  
E. Named Insured TruGreen, LP

TruGreen LP

F. Address of Named Insured 7650 W. 99<sup>th</sup> St, Hickory Hills, IL 60457

G. Limit of Liability Any One Occurrence/  
Aggregate \$ 5,000,000.00

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

2. **VERIFICATION OF COVERAGE**

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

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

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

3. **POLICY AMENDMENTS.**

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

A. **INSURED.**

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

B. **CONTRIBUTION NOT REQUIRED.**

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

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

**C. SEVERABILITY OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. **INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

**ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A**

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

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

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

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

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

This endorsement modifies coverage provided under the following:

**Commercial General Liability Coverage Part**

Name of Individuals or Organization:

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

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

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

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

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

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

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

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

By: [Signature]  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 15<sup>th</sup> day of  
April, 20 13.

MY COMMISSION EXPIRES:

July 17, 2016  
[Signature]  
NOTARY PUBLIC



CONTRACT - Page One of Two

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

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: Leroy R. Hansen  
Village Clerk

By: Robert A. Napoli  
Village Mayor

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

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

By: TruGreen, LP  
D. Bell  
President - Manager

SUBSCRIBED AND SWORN BEFORE ME

This 15<sup>th</sup> day of April, 2013

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



**CONTRACT - Page Two of Two**

**IF A PARTNERSHIP**

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

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

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

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

**PARTNERS DOING BUSINESS UNDER THE NAME OF**

\_\_\_\_\_  
**SUBSCRIBED AND SWORN BEFORE ME**

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

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

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

\_\_\_\_\_  
**IF AN INDIVIDUAL**

(Seal)

**SUBSCRIBED AND SWORN BEFORE ME**

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

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

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

## II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

### A. INTENT

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

### B. LOCATION OF UTILITIES

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

### C. TRAFFIC CONTROL AND PROTECTION

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

### D. EXAMINATION OF SITE

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

### E. ADDITIONAL WORK

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

### F. PREVAILING WAGES

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

- G. PROTECTION OF EXISTING FACILITIES**  
Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.
- H. BIDDER'S RESPONSIBILITY**  
The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.
- I. SITE CONDITION AND CLEAN-UP**  
The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.
- The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.
- J. TRESPASS ON LAND**  
The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.
- K. COPIES OF DRAWINGS AND SPECIFICATIONS**  
The Village shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.
- L. PROTECTION OF PUBLIC**  
The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the

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

**M. GUARANTEE**

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

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. DEFAULT**

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

**G. SAFETY**

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

**H. WORKMANSHIP**

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

**I. PENALTY FOR NON-COMPLETION**

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

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

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

**J. SUPERVISION AND TRAINING**

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

**K. WORKING HOURS**

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

**L. TRESPASS ON LAND**

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

**M. COSTS**

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

**N. TRAFFIC CONTROL**

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

**O. PROTECTION OF EXISTING FACILITIES**

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

**P. ACCESSIBILITY OF CONTRACTOR**

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

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

**Q. REFERENCES**

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

**R. BILLING & PAYMENT**

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

**S. RENEWAL AND EXTENSION**

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

**T. EQUIPMENT CONDITION**

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

**U. ADDITIONS OR DELETIONS**

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

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

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

**W. SCOPE OF THE WORK**

**1. Village Parks**

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

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

Total acreage for this section = 41.2

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

Note 3 – Includes both parkways on Rogers Farm Road.

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

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

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

Total acreage for this section = 28.34

### Fertilization & Weed Control

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

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

The following application schedule and product list shall be followed:

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

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

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

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

**APPLICATION #1 -MARCH-APRIL**

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

**APPLICATION #2 – MAY**

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

**APPLICATION #3 – JUNE**

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

**APPLICATION #4 – JULY – AUGUST**

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

**APPLICATION #5 – SEPTEMBER – AUGUST**

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

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

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

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

**APPLICATION #6 – NOVEMBER – DECEMBER**

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

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

# Village of Willowbrook

## LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

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

### FERTILIZATION FOR VILLAGE PARKS

(Section III-W-1)

#### COST

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

### FERTILIZATION FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

(Section III-W-2)

#### COST

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

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

\$ 19,970.00

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

At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term to begin on May 1, 2014 and conclude on April 30, 2015. Rates for services listed for the 2013-14 contract period will not increase more than 0 % for the 2014-15 contract period.

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

Company: TruGreen LP

Address: 7650 W. 99<sup>th</sup> St  
Hickory Hills, IL 60457

Telephone No. 219.406.2257 Fax No. 901.597.9407

Signature: [Signature]

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

Date: 4-15-13

Subscribed and sworn before me this 15<sup>th</sup> day of April, 2013

MY COMMISSION EXPIRES: July 17, 2016  
[Signature]  
NOTARY PUBLIC



## REFERENCES

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

Company Name: Western Springs Park District  
Address: 4400 Central Ave, Western Springs, IL 60558  
Phone # / Fax #: 708.246.4225  
Contact Person: Craig Himmelmann  
Dates of Service (from - to): 2007 to Present

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

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

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

**CONTRACTOR'S EXHIBIT - ADDITIONS OR DELETIONS**

**LABOR RATES**

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

**EQUIPMENT RATES**

| Make/Model          | Hourly Rate |
|---------------------|-------------|
| Permagreen Spreader | \$ 30.00    |
| John Deere Tractor  | \$ 50.00    |
|                     |             |
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# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL INSURER | SUBR WVD | POLICY NUMBER                           | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS   |
|----------|---|--------------------|----------|---|--------------------------|--------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pesticide or Herbicide Applicator Cov<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    |          | GLO293865605                            | 01/01/2012               | 01/01/2015               | EACH OCCURRENCE \$3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$3,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COM/POP AGG Included |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    |          | BAP 2938657-05<br>AOS                   | 01/01/2012               | 01/01/2015               | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |                    |          |   |                          |                          | EACH OCCURRENCE<br>AGGREGATE   |
| B<br>A   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    | Y/N<br>N | WC293865405<br>AOS<br>WC293865505<br>WI | 01/01/2012<br>01/01/2012 | 01/01/2015<br>01/01/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                          |

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

|                           |  |
|---------------------------|--|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Aon Risk Services Central, Inc.</i> |
|---------------------------|--|

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
TRUGREEN LIMITED PARTNERSHIP  
7880 W. 89th St  
Hickory Hills, IL 60457

**SURETY:**

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

**OWNER:**

(Name, legal status and address)  
THE VILLAGE OF WILLOWBROOK  
7780 Quincy Street, Willowbrook, IL 60527

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

**PROJECT:**

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

Project Number, if any:

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

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

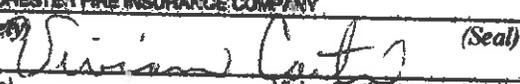
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this \_\_\_\_\_<sup>th</sup> day of April, 2013

  
(Witness) \_\_\_\_\_  
Jessica Iannicola  
  
(Witness) \_\_\_\_\_  
Kelly O'Malley

TRUGREEN LIMITED PARTNERSHIP  
(Principal)  (Seal)  
\_\_\_\_\_  
(Title) Cynthia Farrell, Attorney-in-Fact  
WESTCHESTER FIRE INSURANCE COMPANY  
(Surety)  (Seal)  
\_\_\_\_\_  
(Title) Vivian Carl, Attorney in Fact

Power of Attorney

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

Aon Employee

Aon Subsidiary

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

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

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

Entity

Federal Employer  
Identification Number

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

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

Dated: 11/18/11

ServiceMaster Global Holdings, Inc.

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

Dated: 11/18/11

ServiceMaster Global Holdings, Inc.

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

STATE OF TENNESSEE

COUNTY OF SHELBY

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 18<sup>th</sup> day of NOV, 2011.

M. Elaine Green  
Notary Public

MY COMMISSION EXPIRES:  
September 21, 2015

My commission expires: \_\_\_\_\_



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

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

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

WESTCHESTER FIRE INSURANCE COMPANY

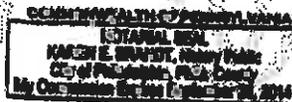


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

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

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



*Karen E. Haney*  
Notary Public

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

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



*William L. Kelly*  
William L. Kelly, Assistant Secretary

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

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

|                                  |                        |
|----------------------------------|------------------------|
| BONDS                            | \$1,015,032,115        |
| SHORT-TERM INVESTMENTS           | 22,485,390             |
| STOCKS                           | 0                      |
| REAL ESTATE                      | 0                      |
| CASH ON HAND AND IN BANK         | (41,282,474)           |
| PREMIUM IN COURSE OF COLLECTION* | 56,678,650             |
| INTEREST ACCRUED                 | 17,136,830             |
| OTHER ASSETS                     | 148,360,304            |
| <b>TOTAL ASSETS</b>              | <b>\$2,119,270,815</b> |

LIABILITIES

|                                       |                      |
|---------------------------------------|----------------------|
| RESERVE FOR UNEARNED PREMIUMS         | \$215,324,197        |
| RESERVE FOR LOSSES                    | 1,103,762,744        |
| RESERVE FOR TAXES                     | 3,515,562            |
| FUNDS HELD UNDER REINSURANCE TREATIES | 4,484,136            |
| OTHER LIABILITIES                     | (21,519,017)         |
| <b>TOTAL LIABILITIES</b>              | <b>1,305,667,622</b> |

|   |                        |
|---|------------------------|
| CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE     | 5,000,100              |
| CAPITAL: PAID IN                              | 292,187,374            |
| AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS | 111,710,473            |
| SURPLUS (UNASSIGNED)                          | 404,805,246            |
| SURPLUS TO POLICYHOLDERS                      | 813,703,193            |
| <b>TOTAL</b>                                  | <b>\$2,119,270,815</b> |

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

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

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

Sworn before me this March 15, 2013

*[Signature]*  
Vice President

*[Signature]*  
Notary Public

August 8, 2015  
My commission expires



**Exhibit "B"**



www.trugreen.com



**Customer Information**

**Bill To:**

VILLAGE OF WILLOWBROOK-2  
 7760 QUINCY ST  
 WILLOWBROOK, IL 60527  
 USA

**Service Location:**

7760 QUINCY ST  
 WILLOWBROOK, IL 60527  
 USA

**Detail of Charges**

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

**Description**

See listings per Bid Spec:

A. Median areas and road side rights of ways on Route 83 from approx. the 5900 block of Route 83 to Route 83 south 79th St. including the bermed area at Midway Drive. (South of Midway Drive) will be mowed to a 2 1/2" to 3" height.  
 29.67 Acres

B. 73rd St Pump House side 3.37 acres

C. Village Hall .50 Acres



5110 JEFFERSON



**Customer Information**

**Bill To:**

VILLAGE OF WILLOWBROOK  
 7760 QUINCY ST  
 WILLOWBROOK, IL 60527  
 USA

**Service Location:**

7760 QUINCY ST  
 WILLOWBROOK, IL 60527  
 USA

**Detail of Charges**

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

**Description**

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

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an effective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties. 6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
8. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: *Robert J. Johnson*  
 REPRESENTATIVE/GENERAL MANAGER

Date: 12/19/13

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

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

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

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



Master Account

Customer Information

Billed To:

VILLAGE OF WILLOWBROOK

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

Service Location:

7760 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

RECEIVED

JAN - 6 2015

VILLAGE OF  
WILLOWBROOK

Detail of Charges

| Service Location       | Lawn Item Description | Round # | Round Description   | Total Price |
|------------------------|-----------------------|---------|---|-------------|
| VILLAGE OF WILLOWBROOK | Lawn Service          | 1       | Early Spring - Fertilizer, broadleaf weed, crabgrass control                              | \$1,546.00  |
| VILLAGE OF WILLOWBROOK | Lawn Service          | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent) | \$1,548.00  |
| VILLAGE OF WILLOWBROOK | Lawn Service          | 3       | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)           | \$1,575.00  |
| VILLAGE OF WILLOWBROOK | Lawn Service          | 4       | Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)            | \$1,165.00  |
| VILLAGE OF WILLOWBROOK | Lawn Service          | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)             | \$1,340.00  |
| VILLAGE OF WILLOWBROOK | Lawn Service          | 6       | Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                   | \$645.00    |
| Subtotal               |                       |         |   | \$8,182.00  |
| Total Sales Tax Amount |                       |         |   | \$0.00      |
| Grand Total            |                       |         |   | \$8,182.00  |



Market: 2020-04

Customer Information

Bill To:

VILLAGE OF WILLOWBROOK 2

7785 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

Service Location:

7785 QUINCY ST  
WILLOWBROOK, IL 60527  
USA

Detail of Charges

| Service Location         | Line Item Description | Round # | Round Description   | Total Price |
|--------------------------|-----------------------|---------|---|-------------|
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 1       | Early Spring - Fertilizer, broadleaf weed, crabgrass control                              | \$2,282.00  |
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent) | \$2,282.00  |
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 3       | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)           | \$2,563.00  |
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 4       | Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)            | \$1,705.00  |
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)             | \$2,034.00  |
| VILLAGE OF WILLOWBROOK 2 | Lawn Service          | 6       | Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                   | \$942.00    |
| Subtotal                 |                       |         |   | \$11,218.00 |
| Total Sales Tax Amount   |                       |         |   | \$5.00      |
| Grand Total              |                       |         |   | \$11,223.00 |

**Standard Terms and Conditions**

- 1. Term.** The term of this Agreement shall run for 1 year from the date signed by you. No. October.
- 2. Force Majeure.** Forces of nature or other events beyond your control shall be deemed to be an act of God. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 3. Payment Terms.** Payment is due 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to suspend the Agreement, to use services for the balance of the invoice on 15% per month (18% per year) in the minimum interest rate applicable to the loan. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 4. Data Processing.** When you provide a check to payment, you authorize TruGreen to use information from your check to make a one-time electronic bank transfer from your account to TruGreen. You agree to provide TruGreen with information from your check to make a one-time electronic bank transfer from your account to TruGreen. You agree to provide TruGreen with information from your check to make a one-time electronic bank transfer from your account to TruGreen.
- 5. Indemnification.** In the event of your bankruptcy or default, TruGreen has the right to terminate the Agreement immediately upon notice to you. TruGreen may terminate the Agreement for convenience upon 30 days' notice without notice to you. This may cause the Agreement for material breach by TruGreen. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 6. Assignment.** You agree to assign TruGreen all rights in the Agreement. TruGreen may assign the Agreement to any third party without notice to you. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 7. Waiver.** TruGreen is not responsible for any damages, including consequential, special, or punitive damages, arising from the performance or non-performance of any obligations under the Agreement. TruGreen is not responsible for any damages, including consequential, special, or punitive damages, arising from the performance or non-performance of any obligations under the Agreement.
- 8. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 9. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 10. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 11. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 12. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 13. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 14. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 15. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 16. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 17. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 18. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 19. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.
- 20. Force Majeure.** You have a duty to notify TruGreen of any force majeure event that prevents you from performing your obligations under the Agreement. In the event of force majeure, the term of this Agreement shall be extended for a period of 90 days.

By:  Date: 1/6/2015  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 CUSTOMER SIGNATURE  
 CUSTOMER SIGNATURE

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

|   |   |
|---|---|
| <p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND RAG’S ELECTRIC</p> | <p><b>AGENDA NO.</b>                    <b>5g</b></p> <p><b>AGENDA DATE:</b> <u>3/23/15</u></p> |
|---|---|

|   |   |
|---|---|
| <p><b>STAFF REVIEW:</b> Tim Halik,<br/>Village Administrator</p>  | <p><b>SIGNATURE:</b> <u>Te Halik</u></p>          |
| <p><b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney</p>  | <p><b>SIGNATURE:</b> <u>THOMAS BASTIAN TH</u></p> |
| <p><b>RECOMMENDED BY:</b> Tim Halik,<br/>Village Administrator</p>  | <p><b>SIGNATURE:</b> <u>Te Halik</u></p>          |
| <p><b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>      YES <input checked="" type="checkbox"/> <u>on March 9, 2015</u>      NO <input type="checkbox"/>      N/A <input type="checkbox"/></p> |   |

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

The Village’s annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town (approximately 246). In 2012, after a competitive bidding process, the low bid was received by Rag’s Electric, and the contract was awarded to them. Rag’s Electric has provided the service to the Village since that time. The following is a history of the contract price charged to the Village by Rag’s Electric:

| CONTRACT TERM | VENDOR         | CONTRACT TOTAL UNIT PRICES | % CHANGE |
|---------------|----------------|----------------------------|----------|
| FY 2012-2013  | Rag’s Electric | \$9,395.00                 | -        |
| FY 2013-2014  | Rag’s Electric | \$9,667.46                 | 2.9%     |
| FY 2014-2015  | Rag’s Electric | \$10,720.00                | 11%      |

Staff is very pleased with the quality of services currently provided by Rag’s Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Rag’s responded that they would be willing to extend the contract for a subsequent year with no increase in unit prices.

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

The Municipal Services Committee has discussed this item at their regular meeting on March 9, 2015 and recommends that the Village Board approve a contract extension with Rag’s Electric with no increase in unit prices.

Therefore, staff recommends that a one-year contract extension be awarded to Rag’s Electric at the same unit prices as the 2014/15 season.

**ACTION PROPOSED:**

Adopt Resolution.

RESOLUTION NO. 15-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND RAG’S ELECTRIC

---

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

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Rag’s Electric, in substantially the same form attached hereto as Exhibit “A” and made a part hereof, for the purposes of Rag’s Electric providing streetlight maintenance services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 23rd day of March, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

## AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2015, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Rag's Electric.

### WITNESSETH:

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

WHEREAS, by Resolution 14-R-16, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Rag's Electric for the purposes of providing streetlight maintenance services to the Village of Willowbrook for the period from May 1, 2014, to April 30, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2015, to April 30, 2016, with no increases in the schedule of unit prices.

WHEREAS, Rag's Electric has agreed to provide such services as set forth in the Contract with no increases in the schedule of unit prices.

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

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

Section 2. The Village and Rag's Electric hereby extend the term of the Contract for the period from May 1, 2015 to April 30, 2016, with no increases in the schedule of unit prices.

Section 3. Notwithstanding anything to the contrary, Rag's Electric hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2015, to April 30, 2016, as otherwise described and set forth in the Contract.

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
Municipal Corporation,

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

ATTEST:

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

Rag's Electric

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

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

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES

CONTRACT PERIOD: MAY 1, 2014 – APRIL 30, 2015

BIDDER: Rag's Electric, 16244 Bluff Road, Lemont, IL 60439

*APPROXIMATELY FORTY-SIX (46) PAGES*

RESOLUTION NO. 14-R- 16

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND RAG'S ELECTRIC

---

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

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

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

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

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

ADOPTED and APPROVED this 28th day of April, 2014.



ATTEST:

APPROVED:

  
Mayor

Leroy Hansen  
Village Clerk

ROLL CALL VOTE: AYES: Baker, Bendlund, Davi, Kelly, Mistele, Oggerino  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 28 day of April, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Rag's Electric.

WITNESSETH:

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

WHEREAS, by Resolution 13-R-19, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Rag's Electric for the purposes of providing streetlight maintenance services to the Village of Willowbrook for the period from May 1, 2013, to April 30, 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2014, to April 30, 2015, including a rate increase in the following items within the Schedule of Prices:

| Item No. | Item                 | Unit | Quantity | Unit Price | Total   |
|----------|----------------------|------|----------|------------|---------|
| 11       | Electrician          | HR   | 50       | 95.00      | 4750.00 |
| 12       | Electrician's Helper | HR   | 40       | 60.00      | 2400.00 |

The revised total amount of the contract not to exceed \$10,720.00; and,

WHEREAS, Rag's Electric has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$10,720.00.

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

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

Section 2. The Village and Rag's Electric hereby extend the term of the Contract for the period from May 1, 2014, to April 30, 2015, including the aforementioned item rate increases, with the total revised cost amount not to exceed \$10,720.00.

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

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

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



ATTEST:

Lorayne Hensley  
Village Clerk

VILLAGE OF WILLOWBROOK, an Illinois  
Municipal Corporation,

By: James S. Till  
Mayor

Rag's Electric

By: Robert M. Grant  
Its: V.P.

ATTEST:

Tracy H. H. H.

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES

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

BIDDER: Rag's Electric, 16244 Bluff Road, Lemont, IL 60439

*APPROXIMATELY FORTY-ONE (41) PAGES*

RESOLUTION NO. 13-R- 19

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – STREETLIGHT MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND RAG’S ELECTRIC

---

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

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

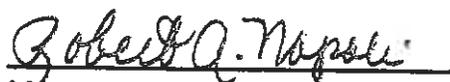
SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Rag’s Electric, in substantially the same form attached hereto as Exhibit “A” and made a part hereof, for the purposes of Rag’s Electric providing streetlight maintenance services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 8th day of April, 2013.

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

Lroy R. Hansen  
Village Clerk



ROLL CALL VOTE:

AYES: BERGLUND, DAVIS, KELLY, MISTELE, TRILLA

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: BAKER

AGREEMENT

THIS AGREEMENT made and entered into this 8 day of April, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Rag's Electric.

WITNESSETH:

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

WHEREAS, by Resolution 12-R-21, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Rag's Electric for the purposes of providing streetlight maintenance services to the Village of Willowbrook for the period from May 1, 2012, to April 30, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2013, to April 30, 2014, including a rate increase in the following items within the Schedule of Prices:

| Item No. | Item                   | Unit | Quantity | Unit Price | Total    |
|----------|------------------------|------|----------|------------|----------|
| 13       | Service Truck          | HR   | 50       | 7.50       | 375.00   |
| 14       | Tower and Bucket Truck | HR   | 30       | 35.00      | 1,050.00 |

The revised total amount of the contract not to exceed \$9,670.00; and,

WHEREAS, Rag's Electric has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$9,670.00, as agreed to by a letter to the Village dated March 7, 2013, which is attached hereto and incorporated herein as Exhibit "B".

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

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

Section 2. The Village and Rag's Electric hereby extend the term of the Contract for the period from May 1, 2013, to April 30, 2013, including the aforementioned item rate increases, with the total revised cost amount not to exceed \$9,670.00.

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

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

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



ATTEST:

Eroy Hansen  
Village Clerk

VILLAGE OF WILLOWBROOK, an Illinois  
Municipal Corporation,

By: Robert A. Nagels  
Mayor

Rag's Electric

By: Carl J. Grant

Its: V.P.

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
STREETLIGHT MAINTENANCE SERVICES**

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

**BIDDER: Rag's Electric, 16244 Bluff Road, Lemont, IL 60439**

**APPROXIMATELY THIRTY-FIVE (35) PAGES**

RESOLUTION NO. 12-R- 21

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FOR STREETLIGHT MAINTENANCE SERVICES – RAG'S ELECTRIC COMPANY

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized and directed to execute a certain agreement between the Village of Willowbrook and Rag's Electric Company for Streetlight Maintenance Services, per the terms and conditions contained in the documents attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 14<sup>th</sup> day of May, 2012

APPROVED:

Robert A. Napoli  
Mayor



ATTEST:

Leroy Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, Berglund, Davi, Kelly, Mistele, TRINA

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

SPECIFICATIONS AND DOCUMENTS  
for

**Street Light Maintenance Services**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

- > PROPOSALS TO BE EXECUTED IN DUPLICATE
- > ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
- > ALL INSURANCE REQUIREMENTS MUST BE MET

ACCOUNT NUMBER:

DEPOSIT:

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

BOND(S) REQUIRED:

\_\_\_\_\_  
(See Page 4, Item 6)

DRAWINGS:

\_\_\_\_\_  
N/A

PROPOSALS DUE:

\_\_\_\_\_  
Friday, April 27, 2012 by 10:30 AM

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

Issued by:

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

## REQUEST FOR PROPOSAL

The Village of Willowbrook will be accepting proposals for the item listed. Proposals will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until Friday, April 27, 2012 at 10:30 AM.

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Municipal Services Department at (630) 920-2261.

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

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

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

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

**I. GENERAL CONDITIONS**

**1. DEFINITIONS**

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

A. **CONTRACTOR or VENDOR** shall mean:

RAG'S ELECTRIC COMPANY

16244 Bluff Road

Lemont, IL 60439

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

**2. PREPARATION AND SUBMISSION OF PROPOSAL**

The vendor must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars.

**ALL PROPOSALS SHALL BE SUBMITTED INCLUDING  
THE FOLLOWING INFORMATION ON THE FACE:**

**VENDOR'S NAME, ADDRESS, SUBJECT MATTER OF PROPOSAL,  
DESIGNATED DUE DATE AND HOUR DESIGNATED FOR PROPOSALS TO  
BE SUBMITTED BY.**

### **3. WITHDRAWAL OF PROPOSAL**

Vendors may withdraw their proposals at any time prior to the time specified in the Request for Proposal Notice as the closing time for the receipt of proposals.

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

### **4. SUBMISSION OF ALTERNATE PROPOSALS**

Vendor may submit alternate proposals provided that:

- Proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate proposal which fails to meet specifications.

### **5. BID DEPOSIT**

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

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

### **6. SECURITY FOR PERFORMANCE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within seven (7) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

### **7. EQUIVALENT PRODUCTS**

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

## **8. BASIS OF AWARD**

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

## **9. ACCEPTANCE OF PROPOSAL**

The Village shall make its determination with respect to proposals within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the deadline date of receiving proposals. Should the Village fail to act within the times herein specified, all proposals shall be rendered null and void.

## **10. CATALOGS**

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

## **11. DELIVERY**

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

## **12. GUARANTEES AND WARRANTS**

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

## **13. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

## **14. COMPETENCY OF CONTRACTOR**

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

The Contractor, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications. The Village hereby reserves the right to reject any proposal submitted by a Vendor who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

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

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

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

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

**16. SPECIAL HANDLING**

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

**17. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**18. TOXIC SUBSTANCES**

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

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

## 19. PRICE REDUCTIONS

If at any time after a proposal is accepted the successful Vendor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the proposal for the duration of the job (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Vendor's customers generally, or (2) in the successful Vendor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for submittal on this proposal. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Vendor shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Vendor, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the proposal.

## 20. TERMINATION OF PROPOSAL

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

1. If the successful Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Vendor); or
2. If the successful Vendor fails to perform any of the other provisions of this proposal, or so fails to make progress as to endanger performance of this proposal in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
3. If it is determined that successful Vendor knowingly falsified information provided to the Village.
4. If it is determined that successful Vendor offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
5. Any order is entered in any proceeding against the successful Vendor decreeing the dissolution of the successful Vendor and such order remains in effect for sixty (60) days.

6. The successful Vendor shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Vendor, or commence any proceedings relating to the successful Vendor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Vendor, and the successful Vendor indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Vendor bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Vendor shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Vendor shall continue the performance of this proposal to the extent not terminated under the provisions of this clause.

## **21. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this work proposal or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## SUBCONTRACTS

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

## CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

## 22. INSURANCE SPECIFICATIONS

- A. The successful Vendor shall not commence work under the proposal until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Vendor shall maintain limits no less than:

| <u>TYPE OF INSURANCE</u>   | <u>MINIMUM INSURANCE COVERAGE</u>  |
|--|--|
| <b><u>COMMERCIAL GENERAL LIABILITY</u></b>                                     |  |
| 1. Comprehensive Form  | COMBINED SINGLE LIMIT PER OCCURRENCE<br>FOR BODILY INJURY AND PROPERTY<br>DAMAGE             |
| 2. Premises - Operations   |  |
| 3. Explosion & Collapse Hazard   | \$1,000,000  |
| 4. Underground Hazard  | PERSONAL INJURY PER OCCURRENCE   |
| 5. Products/Completed Operations Hazard  |  |
| 6. Contractual Liability Coverage Included                                     |  |
| 7. Broad Form Property Damage -<br>construction projects only.                 | \$1,000,000  |
| 8. Independent contractors   | GENERAL AGGREGATE  |
| 9. Personal Injury   |  |
|  | \$2,000,000  |
| <hr/>  |  |
| Business Automobile Liability<br>Any Auto, Owned, Non-Owned<br>Rented/Borrowed | COMBINED SINGLE LIMIT PER OCCURRENCE<br>FOR BODILY INJURY AND PROPERTY DAMAGE<br>\$1,000,000 |
| <hr/>  |  |
| Worker's Compensation and Occupational Diseases                                | STATUTORY LIMIT  |
| <hr/>  |  |
| Employer's Liability Insurance per Occurrence                                  | \$500,000  |
| <hr/>  |  |

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

- C. In the event of accidents of any kind, the successful Vendor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**23. INSURANCE POLICY(S) ENDORSEMENT**

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

**A. POLICY INFORMATION.**

- 1. Insurance Company \_\_\_\_\_
- 2. Policy Number \_\_\_\_\_
- 3. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- 4. Endorsement Effective Date \_\_\_\_\_
- 5. Named Insured \_\_\_\_\_
- 6. Address of Named Insured \_\_\_\_\_
- 7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

## **B. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Vendor shall, **within seven (7) calendar days** after acceptance of the proposal by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within seven (7) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

## **C. POLICY AMENDMENTS.**

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

### **1. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)

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

**2. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Vendor's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**3. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)

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

**4. SUBCONTRACTORS.**

(ALL COVERAGES)

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

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS  
AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**6. CANCELLATION NOTICE.**

(ALL COVERAGES)

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

**7. SUBROGATION.**

**(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**

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

**8. ACCEPTABILITY OF INSURERS.**

**(ALL COVERAGES)**

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

**9. ASSUMPTION OF LIABILITY.**

**(ALL COVERAGES)**

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

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

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

Signature of: \_\_\_\_\_  
Authorized Representative (Original signature required on endorsement furnished to the Village).

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

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

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

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

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

**24. INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

**ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A**

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

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

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

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

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

This endorsement modifies coverage provided under the following:

**Commercial General Liability Coverage Part**

Name of Individuals or Organization:

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

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

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

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

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

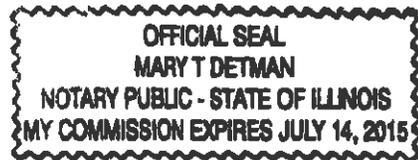
Rag's Electric Company, as part of its  
(Name of Contractor)

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

By: *Patricia H. Hunt*  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 25th day of  
April, 20 12.



MY COMMISSION EXPIRES:

07-14-2015  
*Mary T. Detman*  
NOTARY PUBLIC

**VILLAGE OF WILLOWBROOK**  
**STREETLIGHT MAINTENANCE SERVICES**  
**SPECIFICATIONS**

The undersigned ("Contractor") agrees to furnish to the Village of Willowbrook, an Illinois municipal corporation, hereinafter referred to as the "Village", **STREETLIGHT MAINTENANCE SERVICES** conforming to the terms and conditions set forth herein.

**I. GENERAL TERMS AND CONDITIONS**

**A. EXAMINATION OF SITE**

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

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

**B. MEETING BEFORE WORK BEGINS**

If desired, the Contractor shall meet with the Director of Municipal Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

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

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

**D. BASIS OF PAYMENT**

The Contractor shall be paid for the work as described herein.

**E. PREVAILING WAGES**

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

**F. TRESPASS ON LAND**

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

**G. COSTS**

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

**H. ADDITIONAL INFORMATION**

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

At least four (4) references who can attest to the bidder's ability to fulfill this contract including at least one (1) municipal, governmental, or institutional reference. Include names, addresses and phone numbers.

At least one (1) reference that can attest to the bidder's previous satisfactory performance of a municipal or other governmental street light maintenance agreement that is comparable in size to this project.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

## II. STREET LIGHTING SYSTEMS

### A. DESCRIPTION OF WORK:

This Contract is for the maintenance of Street Lighting Systems located in the Village of Willowbrook, DuPage County, Illinois.

The Contractor shall: (1) clean luminaires, reflectors, and glassware of street lights as listed in the Contract for the unit prices bid; and (2) furnish all labor, materials and equipment to replace burned out lamps, correct any malfunction of equipment, or affect any temporary emergency repairs to damaged equipment resulting from any cause. Labor, materials, and equipment shall be furnished at the unit prices stated in the Contractor's Proposal.

The Contractor shall not be required to patrol the street lighting systems for lamp Failures, other failures, or nonoperative equipment. However, on notification by the Owner or duly authorized representative, he shall replace burned out lamps by Friday of the week in which they were reported. Malfunction of equipment, faulty cable which results in entire or major portions of circuits being inoperative shall be corrected or temporarily repaired within 24 hours of notification. Permanent repairs shall be affected as soon thereafter as possible. Payment shall be based on the unit prices per hour for labor and equipment stated in the Contract. Materials shall be paid for at the unit prices stated in the Contract or, if not so stated, shall be paid for as described elsewhere in these Special Provisions.

### B. CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS:

Location, number, and mounting height of street lights to have luminaires, reflectors, and refractors cleaned under this Proposal are as indicated in the following tabulation.

| Location                            | Pole Top Mounted<br>16" Height | Bracket Mounted<br>Over 25' |
|-------------------------------------|--------------------------------|-----------------------------|
| 79th Street @ Blackberry Lane       |                                | 1                           |
| 79th Street @ Cherry Tree Lane      |                                | 1                           |
| 79th Street @ Sugarbush Lane        |                                | 1                           |
| 79th Street @ Clarendon Hills Road  |                                | 1                           |
| Blackberry Lane @ Honey Locust Lane |                                | 1                           |
| Farmingdale Terrace Park            |                                | 1                           |
| Blackberry Lane @ Hawthorn Lane     |                                | 1                           |
| Cherry Tree Lane @ Hawthorn Lane    |                                | 1                           |
| Blackberry Lane @ Apple Tree Lane   |                                | 1                           |
| Apple Tree Lane @ Cul-de-Sac        |                                | 1                           |

| Location   | Pole Top Mounted<br>16" Height | Bracket Mounted<br>Over 25' |
|--|--------------------------------|-----------------------------|
| Apple Tree Lane @ Pine Tree Lane                                 |                                | 1                           |
| Sheridan Drive @ 75 <sup>th</sup> Street                         |                                | 1                           |
| Sheridan Drive @ Apple Tree Lane                                 |                                | 1                           |
| Sheridan Drive @ Blackberry Lane                                 |                                | 1                           |
| Sheridan Drive @ Cherry Tree Lane                                |                                | 1                           |
| Clarendon Hills Road @ Sheridan Drive                            |                                | 1                           |
| Clarendon Hills Road @ Sheridan Drive to 75 <sup>th</sup> Street |                                | 2                           |
| Clarendon Hills Road @ 75 <sup>th</sup> Street                   |                                | 1                           |
| Community Park on Midway Drive                                   |                                | 17                          |
| 73 <sup>rd</sup> Court @ Route 83                                |                                | 1                           |
| 73 <sup>rd</sup> Court @ Cul-de-Sac                              |                                | 1                           |
| 72 <sup>nd</sup> Court - Route 83 to Willoway Lane               | 5                              |                             |
| Adams Street - Cherrywood Lane to Plainfield Road                |                                | 12                          |
| Kingswood Court @ Cul-de-Sac                                     |                                | 1                           |
| Kingswood Road @ Plainfield Road                                 |                                | 1                           |
| Kingswood Road @ Kingswood Court                                 |                                | 1                           |
| Sheffield Lane - Stratford Lane to Ridgemoor Drive               |                                | 2                           |
| Stratford Lane @ Kingswood Road                                  |                                | 1                           |
| Wedgewood Lane-Somerset Road to Wedgewood Court                  |                                | 3                           |
| 256 Somerset Road  |                                | 1                           |
| Rodgers Drive @ Plainfield Road                                  |                                | 1                           |
| Rodgers Drive @ Somerset Road                                    |                                | 1                           |
| 6607 Rodgers Drive   |                                | 1                           |
| Rodgers Drive @ Rodgers Court                                    |                                | 1                           |
| Rodgers Drive @ Ridgemoor Drive                                  |                                | 1                           |
| Wedgewood Court @ Cul-de-Sac                                     |                                | 1                           |
| Somerset Road @ Somerset Court                                   |                                | 1                           |
| Somerset Court @ Cul-de-Sac                                      |                                | 1                           |
|  |                                |                             |
|  |                                |                             |

| Location                               | Pole Top Mounted 16" Height | Bracket Mounted Over 25' |
|--|-----------------------------|--------------------------|
| Chaucer Road @ Somerset Road           |                             | 1                        |
| Ridgemoor Court @ Cul-de-Sac           |                             | 1                        |
| Ridgemoor Drive South @ Madison Street |                             | 2                        |
| Ridgemoor Drive @ Sheffield Lane       |                             | 1                        |
| Ridgemoor Drive @ Wedgewood Lane       |                             | 1                        |
| Ridgemoor Drive @ Wingate Road         |                             | 1                        |
| Ridgemoor Drive @ Ridgemoor Court      |                             | 1                        |
| Ridgemoor Drive @ Cambridge Road       |                             | 1                        |
| Rodgers Court @ Cul-de-Sac             |                             | 1                        |
| Ridgemoor Drive North @ Madison        |                             | 1                        |
| Ridgemoor Drive @ Lane Court           | 1                           |                          |
| 427 Stonegate Court                    |                             | 1                        |
| Wingate Road @ Stonegate Court         |                             | 1                        |
| Wingate Road @ Woodgate Court          |                             | 1                        |
| 432 Woodgate                           |                             | 1                        |
| 6503 Cambridge Road                    |                             | 1                        |
| 159 Rodgers Court                      |                             | 1                        |
| 6545 Chaucer Road                      |                             | 1                        |
| Chaucer Road @ Chaucer Court           |                             | 1                        |
| Chaucer Court @ Cul-de-Sac             |                             | 1                        |
| Madison Street @ Waterford Court       |                             | 1                        |
| Waterford Road @ Waterford Court       |                             | 1                        |
| Waterford Road @ Wingate Road          |                             | 1                        |
| Waterford Road @ Brentwood Lane        |                             | 1                        |
| Waterford Road @ Cambridge Road        |                             | 1                        |
| Waterford Road @ Meadow Lane           |                             | 1                        |
| Waterford Road @ Rodgers Drive         |                             | 1                        |
| Rodgers Drive @ Waterford Drive        |                             | 1                        |
|  |                             |                          |
|  |                             |                          |

| Location                                     | Pole Top Mounted 16" Height | Bracket Mounted Over 25' |
|--|-----------------------------|--------------------------|
| Waterford Drive-Rodgers Drive to Oxford Road |                             | 1                        |
| Waterford Drive @ Oxford Road                |                             | 1                        |
| Waterford Drive @ Chaucer Road               |                             | 1                        |
| Waterford Drive @ Garfield Avenue            |                             | 1                        |
| Garfield Avenue @ Garfield Ridge Court       | 1                           |                          |
| Garfield Ridge Court                         | 2                           |                          |
| Garfield Avenue @ Ridgefield Lane            |                             | 1                        |
| Ridgefield Lane                              | 1                           |                          |
| Hill Road @ Tremont Road                     | 1                           |                          |
| Hill Road @ Wesley Road                      | 1                           |                          |
| Hill Road @ Briar Road                       | 1                           |                          |
| Hill Road @ Raleigh Road                     | 1                           |                          |
| Tremont Road @ Sunset Ridge Road             | 1                           |                          |
| Sunset Ridge Road @ Wesley Road              | 1                           |                          |
| Sunset Ridge Road @ Briar Road               | 1                           |                          |
| Sunset Ridge Road @ Raleigh Road             | 1                           |                          |
| 6320 Raleigh Road                            | 1                           |                          |
| Rodgers Farm Road @ Garfield Avenue          |                             | 1                        |
| Madison Street @ Creekside Court             |                             | 1                        |
| Creekside Court @ Cul-de-Sac                 |                             | 1                        |
| 6406 Waterford Court                         |                             | 1                        |
| Brentwood Lane @ Hiddenbrook Lane            |                             | 1                        |
| Meadow Lane @ Hiddenbrook Lane               |                             | 1                        |
| Ridgemoor Drive West                         | 1                           |                          |
| Squire Lane @ 63rd Street                    |                             | 1                        |
| Squire Lane @ Cul-de-Sac                     | 1                           |                          |
| Willowood Lane @ Bentley Avenue              | 1                           |                          |
| Willowood Lane @ Cul-de-Sac                  | 1                           |                          |
|  |                             |                          |

| Location                                | Pole Top Mounted<br>16" Height | Bracket Mounted<br>Over 25' |
|---|--------------------------------|-----------------------------|
| Willowood Lane @ 61st Street            | 1                              |                             |
| Chatelaine Court @ Cul-de-Sac           |                                | 1                           |
| Chatelaine Court @ Clarendon Hills Road |                                | 1                           |
| Clarendon Hills Road @ MacArthur Drive  |                                | 1                           |
| 5918 Clarendon Hills Road               |                                | 1                           |
| 59th Street @ Bentley Avenue            |                                | 1                           |
| 59th Street @ Virginia Avenue           |                                | 1                           |
| 59th Street @ Tennessee Avenue          |                                | 1                           |
| 59th Street @ Alabama Avenue            |                                | 1                           |
| 59th Street @ Clarendon Hills Road      |                                | 1                           |
| 219 59th Street                         |                                | 1                           |
| 122 59th Street                         |                                | 1                           |
| 59th Street @ Holmes Avenue             |                                | 1                           |
| Clarendon Hills Road @ 58th Place       |                                | 1                           |
| Quincy Street at Executive Drive        |                                | 1                           |
| Madison Street at Executive Drive       |                                | 1                           |
| Quincy Street at Midway Drive           |                                | 1                           |
| Joliet Road at Quincy Street            |                                | 1                           |
| Midway Drive - RT 83 to Quincy Street   |                                | 6                           |
| Willowbrook Centre Parkway              |                                | 24                          |
| Monroe @ 71st Street                    |                                | 1                           |
| Totals                                  | 24                             | 156                         |

**C. METHOD OF CLEANING:**

All cleaning of luminaires, reflectors, and refractors specified in this contract shall be accomplished in accordance with manufacturer's recommendations. Care shall be taken in the entire cleaning operation to prevent any disruption in the alignment of the luminaire.

Reflectors are finished by the patented "alzak" process, and shall be cleaned with mild soap or detergent and water, Bon Ami, or liquid wax emulsion.

Glass refractors will be washed with soap or detergent and water. After washing, the surfaces shall be rinsed and wiped dry with a soft cloth. Care shall be exercised so as not to chip or bruise glass surfaces.

Plastic refractors are more easily scratched and special care shall be used. No hard, rough cloths shall be used. Grease or oil may be removed with a mild household detergent solution. Solvents such as acetone, benzene, carbon tetrachloride, lacquer thinners, commercial window sprays, or kitchen scouring compounds shall not be allowed. After washing the refractors, they shall be given a final rinse in an anti-static solution such as "CADCO" or "ANSTAC-2-M", or equal, and allowed to air dry without wiping.

**D. BASIS OF PAYMENT:**

The Contractor shall be paid for the work under this section at the contract until prices per each for **CLEANING LUMINAIRES, REFLECTORS, AND REFRACTORS** for (1) pole top mounted unit having a mounting height of approximately sixteen feet (16'), and (2) for bracket-mounted units having a mounting height of over twenty-five feet (25'), which prices shall be payment in full for furnishing all labor, materials, equipment, tools and transportation services necessary to do the work as specified. The Owner shall pay for this work no later than sixty (60) days after receipt of a statement from the Contractor.

**III. STREET LIGHTING SYSTEM MAINTENANCE**

**A. DESCRIPTION:**

Under this section, the Contractor shall furnish labor, materials, and equipment to perform the following listed services to maintain the existing "Street Lighting Systems" of the Owner. The Contractor shall be expected to perform the following repairs and replacements upon notification by the Owner. The Owner may, in its discretion, have others do all or part of the following:

1. Replace burned out lamps that are reported to the Contractor by the Owner, the same day, if possible, but in no case later than the Friday of the week in which they were reported. At the time of replacement of burned out, broken, or missing lamps, the reflectors and refractors shall be cleaned in accordance with these Specifications. All lamps replaced shall be of the same wattage as the lamps removed. Lamps of the various wattages shall be furnished by the Contractor in accordance with the Specifications included herein.
2. Realign light standards, brackets and luminaires where required.
3. Replace or make repairs to any equipment of components damaged from any cause whatsoever.
4. Replace or repair damaged or defective light poles, foundations, mast arms, luminaires, handhole covers, and any appurtenances.

**B. LAMPS:**

These items shall include the furnishing of mercury vapor and high pressure sodium of the sizes and types specified hereinafter in existing luminaires and at the locations directed by the Owner and/or Engineer.

The lamps shall be designed to burn in any position and shall have an approximate rated life of 24,000 hours at ten (10) hours burning time per start and shall come to rated candlepower in not over four (4) minutes after starting.

1. The 400-watt mercury vapor lamps shall provide 21,000 initial lumens.
2. The 250-watt mercury vapor lamps shall provide 12,100 initial lumens.
3. The 175-watt mercury vapor lamps shall provide 8,600 initial lumens.
4. The 400-watt high pressure sodium lamps shall provide 50,000 initial lumens.
5. The 250-watt high pressure sodium lamps shall provide 27,500 initial lumens.
6. The 150-watt high pressure sodium lamps shall provide 16,000 initial lumens.
7. The 100-watt high pressure sodium lamps shall provide 9,500 initial lumens.
8. The 55-watt high pressure sodium lamps shall provide 4,000 initial lumens.

The Contractor shall specify the manufacture or make of the lamps he proposes to furnish in the space provided in the "Schedule of Prices" of the Proposal.

**C. METHOD OF COMPUTING TIME:**

Rates for labor and equipment furnished by the Contractor shall be based on the time the man and equipment leave the shop or leave another job and for the actual time engaged in the work. If the work, as ordered by the Owner, does not take a full day, the time for returning to the shop shall be included in the total time figured for payment. However, if the labor and equipment moves to another job, the time moving to the other job shall not be included. The time the Contractor spends in moving from one location to another location on this project will be included.

**D. BASIS OF PAYMENT:**

Payment for "Street Lighting System Maintenance" shall be paid for as follows:

1. Labor: For skilled and unskilled labor, the Contractor will be paid the Contract Unit price per hour computed as outlines in "Method of Computing Time" above, and as set forth in the "Proposal" section, "Schedule of Prices", which rates shall include:

(1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Fund, (6) Vacation fund, (7) Over head and (8) Profit. If it is necessary for the Contractor to employ the services of any other class of skilled, semi-skilled, or unskilled, other than those listed in the "Schedule of Prices", the Contractor shall receive the current local rate of wage for each hour that said labor or foreman are actually engaged in such work computed as outlines under "Method of Computing Time" above mentioned, to which cost shall be added fifteen percent (15%) of the sum thereof. The Contractor may also receive the net cost of: (1) Compensation Insurance, (2) Liability Insurance, (3) Federal and State Unemployment Tax, (4) Federal Old Age Annuity Tax, (5) Health and Welfare Trust Funds and (6) Vacation Fund.

2. **Materials:** For mercury vapor and high pressure sodium lamps used in the maintenance of "Street Lighting Systems", the Contractor will be paid the Contract unit price per each for "400 WATT MERCURY VAPOR LAMPS"; "250 WATT MERCURY VAPOR LAMPS"; "175 WATT MERCURY VAPOR LAMPS"; "400 WATT HIGH PRESSURE SODIUM LAMPS"; "250 WATT HIGH PRESSURE SODIUM LAMPS"; "150 WATT HIGH PRESSURE SODIUM LAMPS"; "100 WATT HIGH PRESSURE SODIUM LAMPS"; and "55 WATT HIGH PRESSURE SODIUM LAMPS" as set forth in the "Schedule Of Prices", included herein.

Should materials or parts other than lamps as specified above be required to effect repairs or replacements to the "Street Lighting Systems", the Contractor shall furnish such parts and will receive the actual cost of the materials and parts, to which a maximum of fifteen percent (15%) shall be added.

3. **Equipment:** For the equipment listed in the "Schedule of Prices" the Contractor will receive the hourly equipment rental rate for the actual number of hours the equipment is used on the work, computed as outlines herein, at the Contract unit price per hour for "SERVICE TRUCK" and "TOWER AND BUCKET TRUCK", which hourly rates shall include depreciation, insurance repairs, and operating costs.

If it is necessary for the Contractor to use equipment not included in the "Schedule of Prices", the Contractor shall receive a reasonable ownership expense cost, computed in accordance with the current "Schedule of Average Annual Equipment Ownership Expense with Operating cost", as approved and adopted by the Illinois Department of Transportation, and subsequent revisions and additions for the period that said machinery and equipment is in use on the work, to which no percent will be added. Operating costs of such equipment will be paid for at the cost computed as outlined herein. Prior to the use of any unlisted equipment, the Contractor shall establish ownership and operating costs of the equipment and submit them to the Owner for approval.

4. **Payment:** The Owner shall pay for labor, materials, or equipment furnished for "Street Lighting System Maintenance" within sixty (60) days after receipt of a statement from the Contractor.

# VILLAGE OF WILLOWBROOK

## STREETLIGHT MAINTENANCE SERVICES PROPOSAL

The undersigned "Contractor" offers to provide to the Village of Willowbrook, an Illinois Municipal Corporation, Streetlight Maintenance Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

### Schedule of Prices

| RETURN WITH PROPOSAL  |  |      |          |                                   |   |
|---|--|------|----------|-----------------------------------|---|
| (For complete information covering these items, see specifications) |  |      |          |                                   |   |
| Item No.  | Items  | Unit | Quantity | Unit Price                        | Total                                     |
| 1   | CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR POLE TOP MOUNTED UNITS; HEIGHT 16' | EA   | 24       | 1.00                              | 24.00                                     |
| 2   | CLEAN LUMINAIRES, REFLECTORS AND REFRACTORS FOR BRACKET MOUNTED UNITS; HEIGHT 25'  | EA   | 156      | 1.00                              | 156.00                                    |
| 3   | 400 WATT MERCURY VAPOR LAMPS   | EA   | 1        | 1.00                              | 1.00                                      |
| 4   | 400 WATT HIGH PRESSURE SODIUM LAMPS  | EA   | 16       | 14.00                             | 224.00                                    |
| 5   | 250 WALL MERCURY VAPOR LAMPS   | EA   | 13       | 9.00                              | 117.00                                    |
| 6   | 250 WALL HIGH PRESSURE SODIUM LAMPS  | EA   | 45       | 14.00                             | 630.00                                    |
| 7   | 175 WALL MERCURY VAPOR LAMPS   | EA   | 73       | 9.00                              | 657.00                                    |
| 8   | 150 WALL HIGH PRESSURE SODIUM LAMPS  | EA   | 19       | 12.00                             | 228.00                                    |
| 9   | 100 WATT HIGH PRESSURE SODIUM LAMPS  | EA   | 1        | 12.00                             | 12.00                                     |
| 10  | 55 WATT HIGH PRESSURE SODIUM LAMPS   | EA   | 3        | 32.00                             | 96.00                                     |
| 11  | ELECTRICIAN  | HR   | 50       | <del>90.00</del> <sup>95.00</sup> | <del>4,500.00</del> <sup>4,750.00</sup>   |
| 12  | ELECTRICIAN'S HELPER   | HR   | 40       | <del>40.00</del> <sup>60.00</sup> | <del>1,600.00</del> <sup>2,400.00</sup>   |
| 13  | SERVICE TRUCK  | HR   | 50       | <del>5.00</del> <sup>7.50</sup>   | <del>250.00</del> <sup>375.00</sup>       |
| 14  | TOWER AND BUCKET TRUCK   | HR   | 30       | <del>30.00</del> <sup>35.00</sup> | <del>900.00</del> <sup>1,050.00</sup>     |
| <b>TOTAL:</b>   |  |      |          |                                   | <del>\$9,395.00</del> <sup>\$670.00</sup> |

Licensed Electrical Contractor:

Name Rag's Electric Company

Number # 12-17

Address: 16244 Bluff Road

Lemont, Illinois 60439

Phone: ~~630-739-7247~~ Date: 04-25-2012

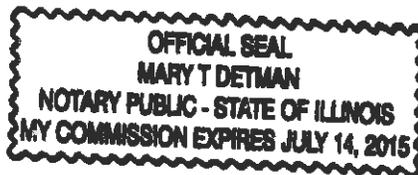
Signature: *James H. Hunt*

Subscribed and sworn before me on this 25th day of April, 2007

MY COMMISSION EXPIRES:

07-14-15

*Mary T Detman*  
NOTARY PUBLIC



## ADDITIONAL BID INFORMATION

*Please check the appropriate column*

| A. | Statement of the Items / Equipment the Bidder Proposes to use to complete the work: | Owned By the Vendor | Rented or Other Access to by the Vendor |
|----|---|---------------------|---|
|    | Elliott ECH-3-60NA (Bucket Truck)   | X                   |   |
|    | Ford F350 Utility Body (Service Truck)  | X                   |   |
|    | Ford F450 Super Duty Utility Body (Service Truck)                                   | X                   |   |
|    | DitchWitch Trencher   | X                   |   |
|    | 555B Backhoe  | X                   |   |
|    | Elliott ECH-360NA (Crane)   | X                   |   |
|    | Ditch Witch Mini Excavator  | X                   |   |
|    | Texas Bragg Trailer   | X                   |   |
|    |   |                     |   |
|    |   |                     |   |
|    |   |                     |   |
|    |   |                     |   |
|    |   |                     |   |
|    |   |                     |   |

**REFERENCE LIST**

(please make additional copies of this sheet if needed)

**Village/City:** Village of Hodgkins

**Contact:** Eric Rice **Phone:** 708-579-6700

**Type & Date of Work:** Street Lighting Maintenance / Annual Contract

Pump Station and Building Maintenance

**Village/City:** City of Darien

**Contact:** Daniel Gombac **Phone:** 630-852-5000

**Type & Date of Work:** Street Light Maintenance / Annual Contract

**Village/City:** Village of Lemont

**Contact:** Randy Earnest **Phone:** 630-257-2532

**Type & Date of Work:** Street Light Maintenance / Annual Contract

Pump Station

Building Maintenance

**Village/City:** Village of Burr Ridge

**Contact:** Bradley Carr **Phone:** 630-654-8181

**Type & Date of Work:** Street Light Maintenance / Annual Contract

Pump Station

Building Maintenance

ERIE INSURANCE COMPANY  
BID BOND

Know All Men by These Presents,

Bond No. MM1547

That we, RAG'S ELECTRIC COMPANY (hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),

as Surety, are held and firmly bound unto VILLAGE OF WILLOWBROOK ILLINOIS 60527 hereinafter called the Oblige in the full and just sum of ONE HUNDRED

THOUSAND DOLLARS AND NO CENTS Dollars, (\$100,000.00), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 27TH day of APRIL, A.D. 2012

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 60 days to the Principal for STREET LIGHT MAINTENANCE

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: *Steven Boyan*

Witness: *Anna Tuveson*

Principal RAG'S ELECTRIC, INC.

By: *Patricia K. Grant*  
Title

ERIE INSURANCE COMPANY  
By: *[Signature]*  
Attorney-in-Fact

ERIE INSURANCE COMPANY  
BID BOND

Know All Men by These Presents,

Bond No. MM1547

That we, . . . RAG'S ELECTRIC COMPANY  
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a  
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),  
as Surety, are held and firmly bound unto . . . VILLAGE OF WILLOWBROOK

ILLINOIS . . . 60527 . . . hereinafter called the Oblige in the full and just sum of . . . ONE HUNDRED

THOUSAND DOLLARS AND NO CENTS . . . Dollars, (\$100,000.00 . . . ),  
good and lawful money of the United States of America, to the payments of which sum of money well  
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this . . . . . 27TH . . . . . day of . . . . . APRIL . . . . ., A.D. 2012.  
Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 60  
days to the Principal for . . . STREET LIGHT MAINTENANCE

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall  
duly make and enter into a contract with the Oblige in accordance with the terms of said proposal  
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties  
approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages  
which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then  
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal. RAG'S ELECTRIC, INC.

By: Patricia K. Hunt  
Title

Witness: Aaron Boyar

ERIE INSURANCE COMPANY

By: [Signature]  
Attorney-in-Fact

Witness: Emma Turson

Attorney-in-Fact



# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint \_\_\_\_\_  
----- Lisa Wondolowski -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, \_\_\_\_\_  
----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



*Terrence W. Cavanaugh*  
Terrence W. Cavanaugh  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Sheila M. Hirsch*  
My commission expires June 27, 2012  
Notary Public

### CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



*James J. Tanous*  
James J. Tanous, Secretary

this 27th day of Sept 2012.  
SF57 9/08

**Tim Halik**

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

Dear Tim,

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

**Rick Grant**

**Rag's Electric**

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

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

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

Dear Rick –

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

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

**Tim Halik**

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

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

**From:** ragselectric@aol.com  
**Sent:** Wednesday, March 18, 2015 8:25 AM  
**To:** Tim Halik  
**Subject:** Re: Willowbrook 2015 Streetlight Maintenance Contract Renewal

Tim,

Rag's Electric is willing to renew the 2014 contract thru 2015 with no increase in unit prices.

**Pat Durkin**

**Rag's Electric**

630-739-RAGS (7247) = Office

773-619-7640 = Cell

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION ACCEPTING THE PROJECT BID SUBMITTED BY ERA VALDIVIA CONTRACTORS, INC., CHICAGO, TO COMPLETE A REHABILITATION OF THE EXISTING ABOVE-GRADE WATER STORAGE STRUCTURE LOCATED AT 7760 QUINCY STREET AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE PROJECT

AGENDA NO. 5h

AGENDA DATE: 3/23/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on March 9, 2015

NO

N/A

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

On January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the 500,000 gallon spheroid water tower located on the Village Hall property. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4<sup>th</sup> by 10:00 AM, at which time bids were opened. Seven (7) bids were received prior to the deadline, with the lowest qualified bid in the amount of \$353,600 received from Era Valdivia Contractors, Inc., Chicago.

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

ERA Valdivia is a familiar company that completed a water tank rehabilitation project for the Village in 2009. At that time, they were found to be responsive, and their quality of work satisfactory. The bid price received of \$353,600.00 is \$76,400 lower than the engineer's bid estimate of \$430,000.

Upon issuance of the Notice of Award, the contractor will obtain the required performance bond, labor and material payment bond, and insurance requirements for the project. The project agreement (included in the project manual) will then be prepared and signed by the contractor. The agreement will then be brought before the Village Board for final execution.

This project would commence in May and would be substantially complete on or before October 31, 2015. This project will be funded using the Series 2015 bonds proceeds.

### ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-\_\_\_\_\_

A RESOLUTION ACCEPTING THE PROJECT BID SUBMITTED BY ERA VALDIVIA CONTRACTORS, INC., CHICAGO, TO COMPLETE A REHABILITATION OF THE EXISTING ABOVE-GRADE WATER STORAGE STRUCTURE LOCATED AT 7760 QUINCY STREET AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE PROJECT

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Project Bid, attached hereto as Exhibit "A" and made a part hereof, submitted by Era Valdivia Contractors, Inc., to complete a rehabilitation of the existing above-grade water storage structure located at 7760 Quincy Street is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, hereby authorizes the issuance of a Notice of Award to be sent to Era Valdivia Contractors, Inc., and

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: Era Valdivia Contractors, Inc., 1909 South Avenue O, Chicago, IL 60617.

ADOPTED and APPROVED this 23<sup>rd</sup> day of March, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

BIDDER: Fra Valdivia Contractors, Inc.

# BID FORMS

EXECUTIVE ELEVATED TANK REHABILITATION  
CONTRACT 1-2014  
VILLAGE OF WILLOWBROOK, ILLINOIS

Prepared by:

STRAND ASSOCIATES, INC.®  
IDFPR No. 184-001273  
1170 South Houbolt Road  
Joliet, IL 60431  
[www.strand.com](http://www.strand.com)

Issued for Bid  
January 16, 2015



SECTION 00400

BID

EXECUTIVE TANK REHABILITATION  
CONTRACT 1-2014  
VILLAGE OF WILLOWBROOK, ILLINOIS

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. FURTHER REPRESENTATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1-BID RECIPIENT

1.01 Bids to be received until 10 A.M., local time, February 4, 2015.

1.02 This Bid is submitted to: Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 85 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3-BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (list addenda by addendum number and date), receipt of all which is hereby acknowledged:

|                      |                  |
|----------------------|------------------|
| Date:                | Addendum Number: |
| <u>None Received</u> | <u>To Date</u>   |
| _____                | _____            |
| _____                | _____            |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures if any, at the Site (except Underground Facilities) which have been identified in SC-4.02, as containing reliable "technical data" and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

## ARTICLE 4—FURTHER REPRESENTATIONS

### 4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the Bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

|       |   |                           |     |   |                          |
|-------|---|---------------------------|-----|---|--------------------------|
| CIP   | - | Complete in Place         | LF  | - | Linear Foot              |
| CY    | - | Cubic Yard                | LS  | - | Lump Sum                 |
| DI    | - | Ductile Iron              | LT  | - | Left                     |
| DIA   | - | Diameter                  | MBF | - | Thousand Board Feet      |
| EA    | - | Each                      | MH  | - | Manhole                  |
| EST   | - | Estimate(d)               | RCP | - | Reinforced Concrete Pipe |
| EXCL  | - | Excluding                 | RT  | - | Right                    |
| FT    | - | Feet                      | SF  | - | Square Foot              |
| GAL   | - | Gallon                    | STA | - | Station                  |
| HERCP | - | Horizontal Elliptical RCP | SY  | - | Square Yard              |
| HRS   | - | Hours                     | T   | - | Ton                      |
| IN    | - | Inch                      | VLF | - | Vertical Linear Foot     |
| INCL  | - | Including                 | W/  | - | With                     |
| LBS   | - | Pounds                    | W/O | - | Without                  |

**BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.**

BID  
EXECUTIVE TANK REHABILITATION  
CONTRACT 1-2014  
VILLAGE OF WILLOWBROOK, ILLINOIS

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any alternatives to the Computed Total Base Bid. Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information as listed in Article 6.05 of the General Conditions, prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All words and numbers shall be in ink.

| Item No. | Description  | Quantity | Unit | Unit Cost     | Extension     |
|----------|--|----------|------|---------------|---------------|
| 1.       | Tank Exterior Full Surface Preparation, INCL Shroud  | 1        | LS   | \$ 158,000.00 | \$ 158,000.00 |
| 2.       | Tank Exterior Full Recoat  | 1        | LS   | \$ 50,000.00  | \$ 50,000.00  |
| 3.       | Tank Interior Wet Full Surface Preparation, INCL Cleaning of Sediment                            | 1        | LS   | \$ 60,000.00  | \$ 60,000.00  |
| 4.       | Tank Interior Wet Full Recoat  | 1        | LS   | \$ 30,000.00  | \$ 30,000.00  |
| 5.       | Tank Interior Dry Spot Surface Preparation   | 1        | LS   | \$ 5,000.00   | \$ 5,000.00   |
| 6.       | Tank Interior Dry Spot Recoat  | 1        | LS   | \$ 2,000.00   | \$ 2,000.00   |
| 7.       | Remove, Store, Reinstall, and Start Up Cathodic Protection System                                | 1        | LS   | \$ 5,800.00   | \$ 5,800.00   |
| 8.       | Full Surface Preparation and Recoat of Riser Piping  | 1        | LS   | \$ 10,000.00  | \$ 10,000.00  |
| 9.       | Furnish and Install Pipe Insulation and Aluminum Jacket on Riser Pipe                            | 1        | LS   | \$ 5,000.00   | \$ 5,000.00   |
| 10.      | Seam Seal All Interior Wet Roof Plates W/Caulk   | 1        | LS   | \$ 2,000.00   | \$ 2,000.00   |
| 11.      | Remove Existing Tank Vent and Furnish and Install New 24-IN Flanged Manway and New Failsafe Vent | 1        | LS   | \$ 7,800.00   | \$ 7,800.00   |

| Item No. | Description  | Quantity | Unit | Unit Cost               | Extension               |
|----------|--|----------|------|-------------------------|-------------------------|
| 12.      | Seal Annular Space to Interior Wet Between Access Tube and Roof                              | 1        | LS   | \$ 2,000. <sup>00</sup> | \$ 2,000. <sup>00</sup> |
| 13.      | Remove Curb on Interior Wet Man-Way and Replace W/New Steel Curb                             | 1        | LS   | \$ 3,500. <sup>00</sup> | \$ 3,500. <sup>00</sup> |
| 14.      | Replace all Light Bulbs W/New  | 1        | LS   | \$ 500. <sup>00</sup>   | \$ 500. <sup>00</sup>   |
| 15.      | Regrade around Tank and Overflow Discharge to Drain  | 1        | LS   | \$ 2,000. <sup>00</sup> | \$ 2,000. <sup>00</sup> |
| 16.      | Relocate Communication Support Away From Interior Wet Manway to Allow Full Opening of Manway | 1        | LS   | \$ 3,000. <sup>00</sup> | \$ 3,000. <sup>00</sup> |
| 17.      | Site Restoration   | 1        | LS   | \$ 5,000. <sup>00</sup> | \$ 5,000. <sup>00</sup> |

COMPUTED TOTAL BASE BID CONTRACT 1-2014 (ITEMS 1 THROUGH 17)

Three Hundred Fifty one Thousand Dollars \$ 351,600.<sup>00</sup>  
 (Words) (Numbers)  
Six Hundred Dollars

BID ALTERNATIVES

BID ALTERNATIVE NO. 1:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 5,000.<sup>00</sup> shall be (~~deducted from~~) or (added to) (~~strike one~~) the Computed Total Bid if OWNER elects to have CONTRACTOR recoat the exterior of the tank with a three-coat exterior coating system with HydroFlon Finish coat, or equivalent, in lieu of Base Bid Four-Coat exterior coating system, as indicated in the Drawings and Specifications.

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before October 31, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before November 30, 2015.

Milestone 1 CONTRACTOR shall not commence construction until May 1, 2015.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7-ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 10% in the amount of 10% of Bid Amount Dollars as required by the Instructions to Bidders. (Bond or Certified Check)
- B. Bidder's Certification.
- C. Non-Collusion and Certification Statement.

ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Jose S. Valdivia  
 Street: 11909 South Avenue O  
 City, State, Zip Code: Chicago, IL 60617  
 Phone No.: 773-721-9350 Fax No.: 773-721-8027  
 E-mail address: jbairaktaris@eravaldivia.com

ARTICLE 10-BID SUBMITTAL

Submitted on February 4, 2015

State Contractor License Number \* (if applicable).

\* See Attached

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner-attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Corporation

Corporation Name: Eva-Valdivia Contracting (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): General

By: [Signature]  
(Signature-attach evidence of authority to sign)

Name (typed or printed): Jose G. Valdivia

Title: President (CORPORATE SEAL)

Attest: [Signature]  
(Signature of Corporate Secretary)

Business address: 11909 South Avenue C

Phone No.: 773-721-0935 Fax No.: 773-721-8027

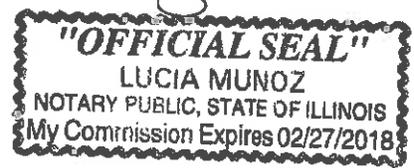
E-mail address: general@evavaldivia.com

Date of Qualification to do business in (State where the Project is located) is 3/1987

Sworn and subscribed to before me this 4th day of February, 2015

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: 2-27-18

[Signature]



*A Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

\_\_\_\_\_  
(Fill in complete name of LLC)

State of Formation: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, [Member] [Manager]  
(Print Name)

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

Telephone.: \_\_\_\_\_

Email: \_\_\_\_\_

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

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner-attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of second joint venture partner-attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: \_\_\_\_\_

END OF SECTION

SECTION 00430

10% BID BOND

BIDDER (Name and Address):

Era Valdivia Contractors, Inc.

11909 South Avenue O

Chicago, IL 60617

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company

301 E. 4th Street

Cincinnati, OH 45202-4201

OWNER (Name and Address):

Village of Willowbrook

7760 Quincy Street

Willowbrook, IL 60527

BID:

BID DUE DATE: 2/4/2015

PROJECT (Brief Description Including Location):

Executive Elevated Tank Rehabilitation

Contract 1-2012

BOND:

BOND NUMBER: N/A

DATE: (Not later than Bid Due Date): 2/4/2015

PENAL SUM: Ten Percent of the Amount Bid (10%)

Surety and Bidder, intending to be legally bound hereby, subject to the terms hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**SURETY**

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

*J. A. Valdivia* President

Signature and Title  
(Attach Power of Attorney)

Attest:

*J. A. Valdivia*  
Signature and Title

**BIDDER**

Era Valdivia Contractors, Inc.

Bidder's Name and Corporate Seal (Seal)

By:

*Amy E. Callahan*

Signature and Title

Amy E. Callahan, Attorney-In-Fact

Attest:

*Amy E. Callahan*  
Signature and Title CPA

Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond. Payment of penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by OWNER, or
  - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced in the Circuit Court of DuPage County, Illinois.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20484

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name            | Address                     | Limit of Power |
|-----------------|-----------------------------|----------------|
| PETER S. FORKER | ALL OF                      | ALL            |
| AMY CALLAHAN    | ARLINGTON HEIGHTS, ILLINOIS | \$100,000,000  |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31ST day of JANUARY 2014



*Steph L. C. B.*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31ST day of JANUARY

DAVID C. KITCHIN (677-377-2406)

2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of February, 2015.



*Steph L. C. B.*  
Assistant Secretary

**BIDDER'S CERTIFICATION**

I, Jose G. Valdivia (Individual having been duly sworn on oath), do depose and state that I presently reside at 9730 South Marquette St, Chicago (Address), and that I am the duly authorized principal, officer or agent of Era-Valdivia Contractors, Inc. (Name of CONTRACTOR) and do hereby certify to OWNER, its Commissioners, officers and employees that neither I nor Era-Valdivia Contractors, Inc. (Name of CONTRACTOR) are barred from bidding on the contract for which this bid is being submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

Jose G. Valdivia

(Individually and on behalf of CONTRACTOR)

Sworn and subscribed to before me this 4th day of February, 2015

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: 2-27-18

Lucia Munoz



**NON-COLLUSION AND CERTIFICATION STATEMENT**

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:

a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and

c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33 E-11]; and

2. Each person signing the Bid shall certify that (check one):

He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or

He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

*Jose G. Valdivia*

Signature of Authorized Representative

*2-4-2015*

Date

*Jose G. Valdivia, President*

Typed Name and Title of Authorized Representative

Sworn and subscribed to before me this 4<sup>th</sup> day of February, 2015

Notary Public or Other Officer  
Authorized to Administer Oaths.

My Commission expires: 2-27-18

*Lucia Munoz*



# CITY OF CHICAGO

## LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: ERA - VALDIVIA CONTRACTORS, INC.

PRINTED ON:  
05/28/2014

DBA: ERA Valdivia Contractors  
11909 S. AVENUE O  
CHICAGO, IL 60617  
1

LICENSE NO.: 2216648

CODE: 4404

FEE: \$\*\*\*\*250.00

LICENSE: Regulated Business License

Includes: HazMat

PRESIDENT: JOSE G. VALDIVIA  
SECRETARY: SAUL VALDIVIA

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF  
THIS 15 DAY OF JULY, 2014

EXPIRATION DATE: July 15, 2016

ATTEST:



*Rabun E. Smallwood*  
MAYOR

*Sabrina J. Mendez*  
CITY CLERK

ACCOUNT NO: 52727 SITE: 3  
TRANS NO:



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



**Illinois Department of  
PUBLIC HEALTH**

EH103377

**LICENSE PERMIT CERTIFICATION REGISTRATION**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**DIVISION OF ENVIRONMENTAL HEALTH  
LEAD PROGRAM**

Issued under the authority of  
the Illinois Department of  
Public Health

| EXPIRATION DATE | CATEGORY | L.L. NUMBER |
|-----------------|----------|-------------|
| 5/31/2015       | 5317     | L-0026      |

**Era-Valdivia Contractors, Inc.**

**LEAD ABATEMENT  
CONTRACTOR LICENSE**

05/28/2014

Era-Valdivia Contractors, Inc.

11909 S. Avenue O

Chicago, IL 60617

The face of this license has a colored background. Printed by Authority of the State of Illinois • 9/05

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

Era-Valdivia Contractors, Inc.

11909 S. Avenue O

Chicago, IL 60617

FEE RECEIPT NO.

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Barbara J. McGowan  
Acting President  
Mariyana T. Spyropoulos  
Chairman of Finance  
Michael A. Alvarez  
Frank Avila  
Timothy Bradford  
Cynthia M. Santos  
Debra Shore  
Karl K. Steele  
Patrick D. Thompson

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

December 22, 2014

Mr. Jose Valdivia, President  
Era-Valdivia Contractors, Inc.  
11909 South Avenue O  
Chicago, IL 60617

Dear Mr. Valdivia:

Vendor Number 5001907

We are in receipt of your City of Chicago material as a MBE, WBE or SBE.

The result of our review concludes that **Era-Valdivia Contractors, Inc.** is certified at this time as a **MBE** eligible to fulfill **MBE** requirements on Metropolitan Water Reclamation District of Greater Chicago ("District") contracts. Your firm is certified as of **December 22, 2014**.

It is your firm's obligation to apply for re-certification no later than **January 1, 2016**. Recertification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's MBE, WBE or SBE status. *An additional in-depth review will be made if your company is listed as a MBE, WBE or SBE bid document to fulfill Affirmative Action goals at the District.*

Your firm will be listed in the on-line edition of the District's Vendor Directory ([MWRD.org](http://MWRD.org) - "Search Vendor List"). Your specialty area will be shown as:

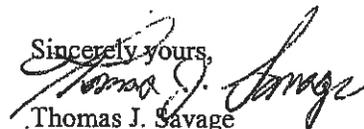
Residential Construction, Single-Family, General Contractors; Addition, Alteration and Renovation, General Contractors, Industrial Building (except warehouses); Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building; Construction Management, Water and Sewer Line; Water System Storage Tank and Tower Construction; Water Treatment Plant Construction; Asphalt Paving (i.e., Highway, Road, Street, Public Sidewalk); Construction Management, Highway, Road, Street and Bridge; Curbs and Street Gutters, Highway, Road and Street; Construction; Painting Traffic Lanes or Parking Lots; Parking Lot Marking and Line Painting; Repair, Highway, Road, Street, Bridge or Airport Runway; Resurfacing Highway, Road, Street, Bridge or Airport Runway; Environmental Remediation Services; Lead Paint Abatement Services; Lead Paint Removal Contractors; Site Remediation Services

As a certified MBE, WBE or SBE it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding MBE, WBE or SBE Certification or District business opportunities, please contact **Eddie Amin-Rasul**, Compliance Officer at **312-751-4037**.

Sincerely yours,

  
Thomas J. Savage  
Diversity Administrator

TJS:ED:sd



**Illinois Department  
of Transportation**

# Certificate of Eligibility

ERA Valdivia Contractors, Inc.  
11909 South Avenue O Chicago, IL 60617

Contractor No 1604

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED UNLIMITED

|     |                       |              |
|-----|-----------------------|--------------|
| 010 | STRUCTURE REPAIR      | \$150,000    |
| 017 | CONCRETE CONSTRUCTION | \$350,000    |
| 018 | LANDSCAPING           | \$75,000     |
| 022 | FENCING               | \$25,000     |
| 025 | PAINTING              | \$25,650,000 |
| 034 | DEMOLITION            | \$75,000     |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/6/2014 TO 4/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/6/2014.

*Jim Bell*

Interim Engineer of Construction

**CONSENT OF SOLE SHAREHOLDER AND SOLE DIRECTOR  
OF  
ERA VALDIVIA CONTACTORS, INC.**

The undersigned, being the sole shareholder and sole director of ERA VALDIVIA CONTRACTORS, INC., an Illinois corporation, does hereby consent and agree to the following resolutions pursuant to Sections 7.10 and 8.45 of the Business Corporation Act of 1983 of the State of Illinois, as amended:

RESOLVED: That the following person is hereby nominated and elected sole director of the corporation, to serve in accordance with the bylaws of the corporation, until the next annual meeting of the sole stockholder or until his successor is elected and shall have qualified:

Jose Guadalupe Valdivia.

RESOLVED: That the following persons are hereby nominated and elected to the offices set forth opposite their respective names, to serve in accordance with the bylaws of the corporation, until the next annual meeting of the sole director or until their successors are elected and shall have qualified, or until their earlier resignation or removal:

|                         |   |                          |
|-------------------------|---|--------------------------|
| Jose Guadalupe Valdivia | - | President                |
| Abel Valdivia           | - | Vice President           |
| Saul Valdivia           | - | Secretary and Treasurer. |

RESOLVED: That the following person is hereby authorized, directed and empowered, on behalf of Era Valdivia Contractors, Inc to execute the contract and any and all contract modifications or documentation in connection with The Illinois State Toll Highway Authority's Contract No. RR-13-5688  
Jose Guadalupe Valdivia

FURTHER RESOLVED: That all action taken by the sole director and officers of the corporation since the last annual meeting of the sole stockholder and sole director in conducting the ordinary and legitimate corporate and business affairs of the corporation are hereby ratified, confirmed, approved and adopted as the action of the corporation.

Dated as of February 24, 2014.



Jose Guadalupe Valdivia  
Being sole shareholder and  
sole director of the corporation

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION ACCEPTING THE PROJECT BID SUBMITTED BY UTILITY DYNAMICS CORPORATION, OSWEGO, TO COMPLETE A LED STREETLIGHT CONVERSION PROJECT WITHIN THE VILLAGE AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE PROJECT

AGENDA NO. **5i**

AGENDA DATE: 3/23/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

REVIEWED & APPROVED BY COMMITTEE: YES  on March 9, 2015 NO  N/A

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

On January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit proposals for an LED Streetlight Conversion Project. This project was made possible through an Illinois DCEO grant the Village received in the amount of \$92,000. The scope of work of this contract includes the replacement of sixty-four (64) antiquated cobra-head streetlight fixtures with new LED technology. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4<sup>th</sup> by 10:30 AM, at which time bids were opened. Five (5) bids were received, the lowest qualified bid submitted by Utility Dynamics Corporation.

Utility Dynamics is a newer vendor that has offered the lowest bid prices in various recent public streetlight projects. Our consulting engineer is familiar with the company and their work. The bid price received for the Cree model fixtures of \$36,781.00 represents an average cost per fixture of \$575.00, as compared to the engineer's bid estimate of \$1,000.00 per fixture.

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

As mentioned above, this project includes the replacement of 64 out of a total of 222 streetlights in town. After this project is awarded, staff will discuss completing the remainder of the high-lamp streetlights in town exhausting the grant proceeds.

Upon issuance of the Notice of Award, the contractor will obtain the required performance bond, labor and material payment bond, and insurance requirements for the project. The project agreement (included in the project manual) will then be prepared and signed by the contractor. The agreement will then be brought before the Village Board for final execution.

### ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-\_\_\_\_\_

A RESOLUTION ACCEPTING THE PROJECT BID SUBMITTED BY UTILITY DYNAMICS CORPORATION, OSWEGO, TO COMPLETE A LED STREETLIGHT CONVERSION PROJECT WITHIN THE VILLAGE AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE PROJECT

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Project Bid, attached hereto as Exhibit "A" and made a part hereof, submitted by utility Dynamics Corporation to complete a LED Streetlight Conversion Project within the Village is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, hereby authorizes the issuance of a Notice of Award to be sent to Utility Dynamics Corporation, and

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: Utility Dynamics Corporation, 23 Commerce Drive, Oswego, IL 60543.

ADOPTED and APPROVED this 23<sup>rd</sup> day of March, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

BID FORM

SECTION 00 41 00

TO: VILLAGE OF WILLOWBROOK  
7760 QUINCY STREET  
WILLOWBROOK, IL 60527

PROJECT: LED STREET LIGHTING REPLACEMENT CONTRACT

**ACKNOWLEDGMENTS:** The undersigned has received the Contract Documents entitled: "**LED Street Lighting Replacement Contract**" and the following addenda to these documents:

|                       |                       |
|-----------------------|-----------------------|
| Addendum No. <u>1</u> | Dated <u>01/28/15</u> |
| Addendum No. _____    | Dated _____           |
| Addendum No. _____    | Dated _____           |
| Addendum No. _____    | Dated _____           |

All provisions of the Contract Documents and the addenda have been included in the Bid submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Bid:

**AGREEMENT:** In submitting this Bid, the undersigned agrees and/or understands:

1. Bids are to be held for 45 days with a "Notice of Award" expected to be issued to the apparent successful Bidder within 45 days after the Bid opening.
2. The prices in this Bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other Bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other Bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within the time periods shown in the Contract Documents and after Notice to Proceed is received. The Bidder, in submitting a Bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the Owner, any agent, servant or employee of the Owner. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the Owner because of any such alleged deficiency or alleged breach of warranty by the Owner. The undersigned further assumes all risks of any unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her Bid and at no additional cost to the Owner.

## BID FORM

7. Before submitting this Bid, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this Bid is a Bid Security complying with the provisions herein stated.
9. If this Bid is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the Owner, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bid Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A Bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting Bid-rigging or Bid-rotating.

**NOTE: Bidders shall submit a price for each Item in the Bid Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Bid. The completed Schedule of Prices shall accompany the Bid.**

**BID FORM**

**BID SCHEDULE:**

The undersigned, having carefully examined all of the Contract Documents for **LED Street Lighting Replacement Contract** as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule of Prices:

**BASE BID**

| ITEM NO.   | DESCRIPTION                                     | QUANTITY | UNIT | UNIT PRICE | TOTAL              |
|--|---|----------|------|------------|--------------------|
| <b>UNIT PRICE ITEMS FOR LED STREET LIGHTING REPLACEMENT CONTRACT</b> |   |          |      |            |                    |
| 01 50 00/01  | Traffic Control and Protection, Standard 701301 | 1        | LSUM | \$ 250.00  | \$ 250.00          |
| 01 50 00/02  | Traffic Control and Protection, Standard 701427 | 1        | LSUM | \$ 400.00  | \$ 400.00          |
| 26 56 00   | LED Roadway Luminaire GE Evolve ERS 2 Series    | 64       | EACH | \$ 565.00  | \$36,160.00        |
| 26 56 40   | Removal of Luminaire                            | 64       | EACH | \$ 30.00   | \$ 1,920.00        |
| 26 56 50   | Remove and Replace Existing Pole Wire, 1/C #10  | 2,000    | FOOT | \$ 1.85    | \$ 3,700.00        |
| 00 21 13 / 00 60 50  | Bonds and Insurance                             | 1        | LSUM | \$1,270.00 | \$ 1,270.00        |
| <b>TOTAL BID PRICE</b>   |   |          |      |            | <b>\$43,700.00</b> |

(FIGURES)

**ALTERNATE BID**

| ITEM NO.   | DESCRIPTION                                     | QUANTITY | UNIT | UNIT PRICE | TOTAL              |
|--|---|----------|------|------------|--------------------|
| <b>UNIT PRICE ITEMS FOR LED STREET LIGHTING REPLACEMENT CONTRACT</b> |   |          |      |            |                    |
| 01 50 00/01  | Traffic Control and Protection, Standard 701301 | 1        | LSUM | \$ 250.00  | \$ 250.00          |
| 01 50 00/02  | Traffic Control and Protection, Standard 701427 | 1        | LSUM | \$ 400.00  | \$ 400.00          |
| 26 56 00   | LED Roadway Luminaire Cree XSP 2 Series         | 64       | EACH | \$ 460.00  | \$29,440.00        |
| 26 56 40   | Removal of Luminaire                            | 64       | EACH | \$ 30.00   | \$ 1,920.00        |
| 26 56 50   | Remove and Replace Existing Pole Wire, 1/C #10  | 2,000    | FOOT | \$ 1.85    | \$ 3,700.00        |
| 00 21 13 / 00 60 50  | Bonds and Insurance                             | 1        | LSUM | \$1,071.00 | \$ 1,071.00        |
| <b>TOTAL BID PRICE</b>   |   |          |      |            | <b>\$36,781.00</b> |

(FIGURES)

BID FORM

**EXCEPTIONS AND DEVIATIONS**

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (); As Stated Below ()/Sheet \_\_\_ of \_\_\_\_.

Section/Pg. No.                      Description of Exception/Deviation

**NOTE: Exceptions and/or deviations taken may be cause for rejection of Bid.**

BID FORM

**SUBCONTRACTOR LISTING**

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

NONE

BID FORM

**BIDDER'S EXPERIENCE/QUALIFICATIONS**

The Bidder shall be pre-qualified for Electrical Work with IDOT, District 1.

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least three (3) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

| <u>Owner<br/>or<br/>Municipality</u> | <u>General<br/>Project<br/>Description</u> | <u>Reference<br/>Name and<br/>Phone No.</u> | <u>Year<br/>Completed</u> |
|--------------------------------------|--|---|---------------------------|
| Village of<br>Phoenix                | LED Lights Replacement                     | Linda Cole<br>(708) 331-1456                | 2011                      |
| Village of<br>Palatine               | Gas Street Light<br>Replacement            | George Rupert<br>(847) 359-9025             | 2011                      |
| City of Elgin                        | 2013 LED St. Ltg.<br>Conversion            | Dan Rich<br>(847) 931-6100                  | 2013                      |
| Village of<br>Hodgkins               | 2014 LED St. Ltg.<br>Luminaire Conversion  | Jim Calkair<br>(630) 887-8640               | 2014                      |

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

**BID CONDITIONS**

It is expressly understood and agreed that quantities in the Bid Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bid Schedule against the Contract Drawings and Specifications before preparing this Bid and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

**BID SECURITY** (NOT APPLICABLE)

Accompanying this Bid is a Bid Bond  
in the amount of 10% of base bid Dollars (\$\_\_\_\_\_).

- Note: a. Insert the words "bond" or "cashier's check", or "certified check" as the case may be. In the case where Bid security is not required by the contract insert the words "Not Required by Contract".
- b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

\*\*\*\*Please see attached.\*\*\*\*

**BID SIGNATURE:**

State of Illinois )  
County of Kendall ) ss

Joseph B. Spencer, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Joseph B. Spencer, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

By Utility Dynamics Corporation  
(Corporation Name)

Illinois  
(State of Incorporation)

By \_\_\_\_\_ (Name of Person Authorized to Sign) Joseph B. Spencer

President  
(Title)

(Corporate Seal)

Attest Philip A. Whalen (SEAL)  
(Secretary) Philip A. Whalen

Business address: 23 Commerce Drive  
Oswego, IL 60543

Phone Number: (630) 554-1722

END OF SECTION

BIDDER CERTIFICATION  
OF COMPLIANCE OF SITE INSPECTION

SECTION 00 43 95

I Joseph B. Spencer, do hereby certify that:

1. I am President of the Utility Dynamics Corporation  
Position Firm

and have authority to execute this certification on behalf of this firm.

2. That on 01/28/15 I visited and inspected the project work site scheduled for  
(Date)  
improvements of this Contract

Name of Firm Utility Dynamics Corporation

Signature Joseph B. Spencer

Title President

Date 02/04/15

Corporate Seal (where appropriate)

END OF SECTION

## CONTRACTOR'S CERTIFICATION

### SECTION 00 43 96

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Joseph B. Spencer, hereby certify that I am the President of Utility Dynamics Corporation, and as such, hereby represent and warrant to the Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (Proposal Rigging) or 33E-4 (Proposal Rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
      - i. Abide by the terms of the statement;
      - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (2) Establishing a drug-free awareness program to inform employees about:
    - a. the dangers of drug abuse in the workplace;
    - b. the Contractor's policy of maintaining a drug-free workplace;

## CONTRACTOR'S CERTIFICATION

- c. any available drug counseling, rehabilitation, and employee assistance program; and
  - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
  - (F) the Contractor, at the time the Contractor submitted a Bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
  - (G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
  - (H) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Section 8A of the Village Code; and
  - (I) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Section 8A of the Village Code.
  - (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

CONTRACTOR'S CERTIFICATION

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook in writing within seven (7) days.

Dated: February 4, 2015 Contractor: Utility Dynamics Corporation

By: *[Signature]*  
Joseph B. Spencer President  
(Name of Owner or Officer) (Title or Office)

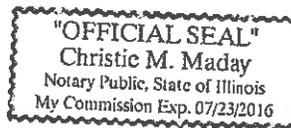
STATE OF ILLINOIS )  
COUNTY OF Kendall ) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Joseph B. Spencer known to me to be the President of Utility Dynamics Corporation (Name of Owner or Officer) (Title or Office) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: February 4, 2015

*[Signature]*  
Notary Public

END OF SECTION



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Utility Dynamics Corporation  
23 Commerce Drive Oswego, IL 60543

as Principal, hereinafter called the Principal, and Western Surety Company  
801 Warrenville Road Lisle, IL 60532

a corporation duly organized under the laws of the State of SD  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Willowbrook  
7760 Quincy Street Willowbrook, IL 60527

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LED Street lighting replacement contract

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 4th day of February, 2015

Philip A. Whalen  
Philip A. Whalen, (Witness) Secretary

Utility Dynamics Corporation  
(Principal) (Seal)

By: Joseph B. Spencer, President (Title)

Sinem Aydin  
Sinem Aydin (Witness)



Western Surety Company  
(Surety) (Seal)

By: Kelly A. Gardner  
Attorney-in-Fact Kelly A. Gardner (Title)

STATE OF Illinois  
COUNTY OF DuPage

I, Melissa Schmidt Notary Public of DuPage County,  
in the State of Illinois, do hereby certify that Kelly A. Gardner  
Attorney-in-Fact, of the Western Surety Company  
who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Western Surety Company  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont  
in said County, this 4th day of February A.D., 2015

Melissa Schmidt  
Notary Public Melissa Schmidt

My Commission expires: May 14, 2016



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly A. Gardner , Individually**

of Westmont, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Utility Dynamics Corporation  
Obligee: Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



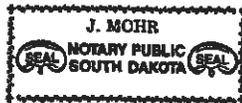
WESTERN SURETY COMPANY

Paul T. Bruslat  
Paul T. Bruslat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruslat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of February, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION DECLARING MAY 16, 2015 AS DUPAGE RIVER SWEEP DAY THROUGHOUT DUPAGE COUNTY

**AGENDA NO.**

5j

**AGENDA DATE:** 3/23/15

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** THOMAS BASTIAN TH.

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H.

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

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

The 24<sup>th</sup> Annual DuPage River Sweep is a county-wide stream cleanup held each spring that encompasses the East and West Branches of the DuPage River and Salt Creek, as well as many tributaries. The purpose of the River Sweep is to encourage volunteers to help "sweep our rivers clean" by picking up debris in and along their local waterways and by restoring nearby land back to its natural state. Since the event was launched in 1991, thousands of volunteers have collected nearly 230 tons of garbage from DuPage County waterways!!!

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

None.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

**From:** [Sue George](#)  
**To:** [Cindy Stuchl](#)  
**Subject:** Mayor Trilla River Sweep and NPDES are a match!  
**Date:** Monday, March 09, 2015 6:25:28 PM  
**Attachments:** [Sweep e-letter "15.pdf](#)



**THE CONSERVATION FOUNDATION**

*We save land. We save rivers.*

March 9, 2015

Dear Mayor Trilla,

Take care of your NPDES permit requirements with this fun event

The Sweep is taking place **Saturday, May 16 (9:00 a.m.–noon)**. We will provide free supplies for volunteers, site selection assistance and registration coordination. Last year over 700 volunteers participated throughout the county and with your involvement this year more creeks, tributaries and riverways will be cleaner and healthier.

It's easy to get started for Sweep '15:

**We assist with volunteer recruitment.** Attached is an *announcement sample* for your web site and spring newsletter to residents and businesses. It may also be used as a press release to your local media. A *promotion brochure, poster and flier* is also available for use in your office and throughout your community. These resources are located at our [Sweep webpage](#) (see **Promotion Materials toward bottom of page**). Lastly, forward the attached *card* to groups such as an Environment Committee chair, HOA (homeowner association) Presidents, Scout troops, environmental clubs, corporations, religious groups, high school student leaders (National Honor Society, Key Club, Eco Club) as well as middle school teachers leading Eco Clubs and service clubs.

**What areas do you need swept?** What public access stream sites in your community need to be cleaned. Email this information to [jnashll@theconservationfoundation.org](mailto:jnashll@theconservationfoundation.org).

**What areas do you need restored?** Floodplain areas near waterways often have invasive plant species such as honeysuckle, garlic mustard and buckthorn that need to be removed. For volunteers who do not want to pick up trash this might be the perfect option. Let us know the steward to work with and we will handle the rest. Any supplies aside from gloves will need to be provided (i.e. loppers, bow saws).

**What areas do you need Stenciled?** Determine the number of



storm drains you would like to have stenciled and we will provide stencils and paint to use this program as an overflow option for volunteers. Email your storm drain count to [jroehll@theconservationfoundation.org](mailto:jroehll@theconservationfoundation.org) by April 15 for a guarantee of supplies. Also, enclosed is our *Storm Drain Stenciling* brochure. This program along with the Sweep is *encouraged for MS4 compliance*.

**Proclaim Sat. May 16, 2015 DuPage County River Sweep Day.** Ask your village board to approve a *proclamation* (see sample) to demonstrate to resident's the importance of healthy rivers and streams.

Online registration and more details are available at [www.theconservationfoundation.org/sweep](http://www.theconservationfoundation.org/sweep). The Conservation Foundation along with the Sweep's sponsors and partners (DuPage County Stormwater Management Division, DuPage County Forest Preserve District, Illinois Environment Protection Agency, Waste Management, American Rivers and Ice Mountain, Pizzo Companies, Christopher Burke Engineering, The Printing Store) are glad you are joining us. So join us in spreading the word today and register for the DuPage River Sweep.

In partnership,

*Jan Roehll*

Jan Roehll

*DuPage County Program Director*

Headquarters: McDonald Farm, 10 S 904 Knuch Knolls Road, Naperville, Illinois 60565, phone 428-4500 fax 428-4599  
Program Office: Dickson-Mary Farm, 2518 Dickson Road, Montgomery, Illinois 60558, phone 342-8587 [www.theconservationfoundation.org](http://www.theconservationfoundation.org)

# Village of Willowbrook

## Proclamation

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

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

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

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

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook congratulate The Conservation Foundation on 24 successful years for this event; and

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, proclaim that all residents of the Village of Willowbrook are encouraged to make a difference in the quality of water in the area, and are further urged to support and participate in “River Sweep 2015” on Saturday, May 16, 2015.

Proclaimed this 23<sup>rd</sup> day of March, 2015.

Attest:

---

Mayor

---

Village Clerk



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

March 3, 2015

**Mayor**

Frank A. Trilla

Crespo, Marilu  
332 Sheridan Dr # 1d  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110850.001  
Delinquent Water Bill

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$105.66. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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

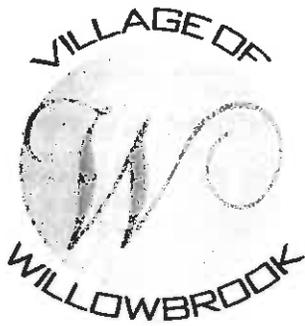
**Chief of Police**

Mark Shelton

TJH:vs



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

March 3, 2015

**Mayor**

Frank A. Trilla

D'adamo, Nancy  
1700 Robin Ln Apt 402  
Lisle IL 60532

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110840.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$105.66. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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

835 Midway Drive  
Willowbrook, IL 60527-5549

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

March 3, 2015

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

Field Assets  
7545 Sheridan Dr # 2d  
Willowbrook Il 60527

Re: Account No. 112070.003  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$211.32. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs



EST. 1960

# Willowbrook

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Willowbrook, IL 60527-5549

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

March 3, 2015

**Mayor**

Frank A. Trilla

Koller, Neringa  
7724 Cherry Tree Ln  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110545.004  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Please be advised that your water bill is now delinquent in the amount of \$149.45. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, will result in the immediate termination of your water service.

Umberto Davi

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.

Terrence Kelly

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 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

Michael Mistele

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

Gayle Neal

Paul Oggerino

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:vs



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March 3, 2015

**Mayor**

Frank A. Trilla

Kosiarek, George  
7515 Clarendon Hills Rd  
Willowbrook IL 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 111490.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$214.97. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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



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March 3, 2015

**Mayor**

Frank A. Trilla

Kozla, Cindy  
326 Sheridan Dr #2d  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110825.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$202.87. 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 March 23, 2015, 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 835 Midway Drive, 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



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EST. 1960

# Willowbrook

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Willowbrook, IL 60527-5549

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

March 3, 2015

**Mayor**

Frank A. Trilla

Mazzei, Diane  
7544 Clarendon Hills Rd #1f  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 110965.003  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$236.32. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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



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Willowbrook

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

March 3, 2015

**Mayor**

Frank A. Trilla

Pilipavichius, Niyole  
267 Snug Harbor Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 112520.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$184.78. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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



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March 3, 2015

**Mayor**

Frank A. Trilla

Quirke, Dave  
106 79th St  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 111950.005  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Please be advised that your water bill is now delinquent in the amount of \$123.56. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, 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 835 Midway Drive, 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



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March 3, 2015

**Mayor**

Frank A. Trilla

Raceala, John  
6322 Breton Lakes Dr  
Willowbrook Il 60527

**Village Clerk**

Leroy R. Hansen

Re: Account No. 152930.000  
Delinquent Water Bill

Dear Sir or Madam,

**Village Trustees**

Sue Berglund

Please be advised that your water bill is now delinquent in the amount of \$267.78. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 23, 2015, will result in the immediate termination of your water service.

Umberto Davi

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.

Terrence Kelly

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 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

Michael Mistele

Gayle Neal

Paul Oggerino

**Village Administrator**

Tim Halik

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:vs



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# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_ FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL PROJECTS WITHIN THE VILLAGE, REFINANCING CERTAIN OUTSTANDING OBLIGATIONS AND PAYING FOR COSTS RELATED THERETO.

**AGENDA NO.** 7  
**AGENDA DATE:** 03/23/2015

**STAFF REVIEW:** Carrie Dittman, Int. Director of Finance

**SIGNATURE:** Carrie Dittman

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

**SIGNATURE:** THOMAS BASTIAN TH.

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

**SIGNATURE:** Tim Halik

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

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

At the January 26, 2015 Village Board meeting, the Village Board adopted Ordinance 15-O-02, authorizing the issuance of General Obligation Bonds (Alternative Revenue Source), Series 2015 not to exceed \$5,250,000 for the purpose of financing the Police Station remodeling project, re-coating the first of three Village water towers and refunding a portion of the Series 2008 General Obligation Alternate Revenue Source Bonds. The Village has met its statutory requirements before issuing the bonds which included:

- Publication of authorizing ordinance 15-O-02 and right to file petitions in the Suburban Life newspaper on January 30, 2015 – *no petitions were filed*
- Publication of notice to issue bonds and public hearing (BINA) in the Suburban Life newspaper on February 20, 2015
- Public hearing held on March 9, 2015

Additionally, on March 5th a rating call was conducted by Standard & Poor's, who affirmed the Village's AAA bond rating.

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

The \$5,055,000 in bonds will be sold via competitive bidding the morning of Monday, March 23rd. Once the bonds are sold to the most favorable bidder, the Village's Financial Advisors and Bond Counsel will fill in the blanks of the attached ordinance for interest costs. The Ordinance will be in its final form for Board approval on the evening of Monday, March 23, 2015.

This ordinance has been reviewed by the Village's Financial Advisor, Bond Counsel and Village Attorney.

**ACTION PROPOSED:** PASS THE ORDINANCE

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2015 of the Village of Willowbrook, DuPage County, Illinois, in an aggregate principal amount of \$\_\_\_\_\_ for the purpose of financing the costs of certain capital projects within the Village, refinancing certain outstanding obligations and paying for costs related thereto, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (the "Village"), is a municipal corporation and body politic of the State of Illinois, duly created, organized and existing under The Municipal Code of the State of Illinois (the "Municipal Code"), and having the powers, objects and purposes provided by said Municipal Code; and

WHEREAS, the Mayor and the Board of Trustees of the Village (the "Corporate Authorities") has determined that it is necessary to (i) finance the acquisition, construction, rehabilitation and equipping of infrastructure within the municipality, including, but not limited to, the renovation, rehabilitation and expansion of the Village's police station (the "New Infrastructure Portion"), and the rehabilitation of a water tower (the "New Water Portion") and together with the New Infrastructure Portion, the "Project"), (ii) advance refund a portion of the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2008 (the "Refunded Bonds" or "Refunding"), which were issued to acquire and construct a public works garage serving in part the water system (the "Prior Water Portion"), and to acquire and construct the 75th Street extension in the Village (the "Prior Road Portion" and together with the Prior Water Portion, the "Prior Project"), and (iii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project and the Refunding, including legal, financial, bond discount, capitalized interest, if any, printing and publication costs, and other expenses

(collectively, the "Costs"), is \$\_\_\_\_\_, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, \$\_\_\_\_\_ of alternate bonds need to be issued at this time pursuant to the Local Government Debt Reform Act, 30 ILCS 350/1 to 350/18 (the "Act"); and

WHEREAS, it is necessary for the best interests of the Village that the Project and the Refunding be completed, and in order to raise funds required for such purpose it will be necessary for the Village to borrow an aggregate principal amount of \$\_\_\_\_\_ and in evidence thereof to issue alternate bonds, being general obligation bonds payable from (i) receipts of the Village's distributive share of State of Illinois income taxes (such distributive share referred to herein as the "Revenue Sharing Receipts") imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, (ii) with respect to the New Water Portion of the Project and the Prior Water Portion of the Refunding, the Net Revenues of the Village's Waterworks System ("Net Revenues" generally, means gross revenues minus operating and maintenance expenses excluding depreciation) (together, the Revenue Sharing Receipts and the Net Revenues are the "Pledged Revenues"), and (iii) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes"), in an aggregate principal amount of \$\_\_\_\_\_, all in accordance with the Act; and

WHEREAS, if the aforementioned revenue source is insufficient to pay the alternate bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the alternate bonds; and

WHEREAS, in accordance with the provisions of the Act, the Corporate Authorities on the 14th day of April, 2008, adopted an ordinance (the "Prior Authorizing Ordinance") authorizing the issuance of alternate bonds, being general obligation bonds payable from any revenue source as provided by the Act; and

WHEREAS, on the 24th day of April, 2008, the Prior Authorizing Ordinance, together with a notice in the statutory form, was published in *The Doings*, being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice presented to the Corporate Authorities and made a part of the permanent records of the Corporate Authorities; and

WHEREAS, more than thirty (30) days expired from the date of publication of the Prior Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the Village Clerk requesting that the question of the issuance of the Refunded Bonds be submitted to referendum; and

WHEREAS, on May 12, 2008, the Corporate Authorities held a public hearing related to the Refunded Bonds pursuant to the Bond Issuance Notification Act, as amended, following notice published in *The Doings* on the 24th day of April, 2008; and

WHEREAS, on the 26th day of January, 2015, an authorizing ordinance for an amount not to exceed \$5,250,000 (the "Authorizing Ordinance") related to the Project and the Refunding, together with a notice in the statutory form, was published in the *Hinsdale Suburban Life*, being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Corporate Authorities; and

WHEREAS, more than thirty (30) days expired since the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the Village Clerk requesting that the question of the issuance of the alternate bonds be submitted to referendum; and

WHEREAS, on the 9th day of March, 2015, the Corporate Authorities held a public hearing pursuant to the Bond Issuance Notification Act following notice published in the *Hinsdale Suburban Life*, on the 20th day of February, 2015; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Act; and

WHEREAS, the Corporate Authorities hereby determine that the Pledged Revenues will provide in each year an amount not less than 1.25 times debt service of the alternate bonds proposed to be issued; and

WHEREAS, such determination is supported by the most recent audit of the Village (the "Audit"), which Audit has been presented previously to the Corporate Authorities and is on file currently with the Village Clerk; and

WHEREAS, the alternate bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

A. The following words and terms are defined as set forth.

"*Act*" means, collectively, the Local Government Debt Reform Act (Section 350/1 et seq. of Chapter 30 (and particularly Section 350/15 thereof) of the Illinois Compiled Statutes, as supplemented and amended, and applicable laws in connection with the Village's distributive share of State of Illinois income taxes imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, the Registered Bond Act, and the Bond Authorization Act.

"*Additional Bonds*" means any Alternate Bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing equally in the Pledged Revenues with the Bonds.

"*Alternate Bonds*" means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Reform Act, and includes, expressly, the Bonds.

"*Bond*" or "*Bonds*" means one or more, as applicable, of the Bonds authorized to be issued by this Ordinance.

"*Bond Counsel*" means Ice Miller LLP, Chicago, Illinois.

"*Bond Fund*" means the Bond Fund established and defined in Section 15 of this Ordinance.

"*Bond Moneys*" means all moneys on deposit from time to time in the Bond Fund including investment income earned in the Bond Fund.

"*Bond Registrar/Paying Agent*" means UMB Bank, N.A., St. Louis, Missouri..

"*Bond Year*" means each annual period of December 31 to the next December 30, for the Bonds, subject to such lawful elections as the Village may make.

"*Business Day*" means any day other than a day on which banks in the City of Chicago, Illinois, are required or authorized to close.

"*Code*" means the Internal Revenue Code of 1986, as amended, and includes related and applicable Income Tax Regulations promulgated by the Treasury Department.

"*Corporate Authorities*" means the Mayor and the Board of Trustees of the Village.

"*Depository*" means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"*Designated Officers*" means the Mayor, Clerk, Finance Director, or Administrator of the Village, or successors or assigns.

"*Fiscal Year*" means that twelve-calendar month period selected by the Corporate Authorities as the Fiscal Year for the Village.

"*Net Revenues*" shall have the meaning above in the recitals to this Ordinance

"*Ordinance*" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 23rd day of March, 2015.

"*Outstanding*" or "*outstanding*" when used with reference to the Bonds and any Additional Bonds means such of those bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds or Additional Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will

be sufficient to pay at maturity or as called for redemption all the principal of, redemption premium, if any, and interest on such Bonds or Additional Bonds.

"*Pledged Revenues*" means Revenue Sharing Receipts, the Net Revenues of the Village's Waterworks System and such other funds legally available to the Village and appropriated therefor.

"*Pledged Taxes*" means the Taxes authorized to be levied in Section 11 to secure and pay the Bonds.

"*Project*" means the New Infrastructure Portion and the New Water Portion within the Village.

"*Purchase Price*" means the purchase price paid for the Bonds as hereinafter authorized, to-wit, \$\_\_\_\_\_.00, being par plus premium of \$\_\_\_\_\_ and less Underwriter's discount of \$\_\_\_\_\_, for a total of \$\_\_\_\_\_.

"*Purchaser*" means \_\_\_\_\_.

"*Record Date*" means the 15th day of the month of any regularly scheduled interest payment date and the 15th day of the month of any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

"*Revenue Sharing Receipts*" shall have the meaning above in the recitals to this Ordinance.

"*Stated Maturity*" means with respect to any Bond or interest thereon the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

"*Tax-exempt*" means, with reference to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof for federal income tax

purposes except to the extent that such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

B. Certain further words and terms used in various sections are defined therein.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the Village to undertake the Project, the Refunding and to pay all necessary costs thereof, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* For the purpose of providing for the costs of the Project and the Refunding, there shall be issued and sold the Bonds in the principal amount of \$\_\_\_\_\_. The Bonds shall each be designated "*General Obligation Bond (Alternate Revenue Source), Series 2015.*" The Bonds shall be dated date of closing (the "*Dated Date*"); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered book-entry form (hereinafter "*Book Entry Form*"), shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar, and shall become due and payable (subject to prior redemption as hereinafter provided) on December 30 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

| YEAR | AMOUNT (\$) | RATE (%) | PRICE |
|------|-------------|----------|-------|
| 2015 |             |          |       |
| 2016 |             |          |       |
| 2017 |             |          |       |
| 2018 |             |          |       |
| 2019 |             |          |       |
| 2020 |             |          |       |
| 2021 |             |          |       |
| 2022 |             |          |       |
| 2023 |             |          |       |
| 2024 |             |          |       |
| 2025 |             |          |       |
| 2026 |             |          |       |
| 2027 |             |          |       |
| 2028 |             |          |       |
| 2029 |             |          |       |
| 2030 |             |          |       |
| 2031 |             |          |       |
| 2032 |             |          |       |
| 2033 |             |          |       |
| 2034 |             |          |       |

[Those of the Bonds due on December 30 of the following years: 20\_\_ and 20\_\_ are Term Bonds under this Ordinance and are subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 30 of the years and in the amounts as follows:

FOR THE TERM BONDS OF 20\_\_

| <u>YEAR</u> | <u>AMOUNT (\$)</u> |
|-------------|--------------------|
| 20__        |                    |
| 20__        |                    |

\* Maturity]

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of

each year, commencing on June 30, 2015. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for the purpose of the Paying Agent or at successor Paying Agent and locality.

*Section 5. Book Entry Provisions.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of "*Cede & Co.*", or any successor thereto, as nominee of the Depository. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Treasurer, as representative of the Village, is authorized to execute and deliver on behalf of the Village, and as such agent for the Village, such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"). Without limiting the generality of the authority given with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Depository, none of the Village, the Treasurer, the Paying Agent or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, the Treasurer, the Paying Agent and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the applicable record date, the name "*Cede & Co.*" in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the

agreement among the Village, the Paying Agent and Bond Registrar, and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book-entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall

have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

*Section 7. Optional Redemption.* Bonds due December 30, 2015 through December 30, 2024, inclusive, are not subject to optional redemption. Bonds due December 30, 2025 through December 30, 2034, inclusive, are callable in whole or in part on any date on or after December 30, 2024, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot.

*Section 8. Redemption Procedure.* For a mandatory redemption, the Bond Registrar shall proceed to redeem Bonds without any further order or direction from the Village whatsoever. For optional redemption, the Village shall, at least thirty (30) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the Village and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for the purpose by the Paying Agent.

Such additional notice as may be agreed upon with the Depository shall also be given as long as any Bonds are held by the Depository.

Prior to any redemption date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however*, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, and (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the Village a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

*Section 9. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners.* The Village shall cause the Bond Register to be kept at the office maintained for the purpose by the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate,

date and deliver such Bond; *provided, however,* that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the exchange of a Bond for the unredeemed portion of a Bond or Bonds surrendered for redemption.

*Section 10. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
VILLAGE OF WILLOWBROOK  
GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2015

See Reverse Side for  
Additional Provisions.

Interest            Maturity                            Dated  
Rate:                Date: December 30, \_\_\_\_\_    Date: \_\_\_\_\_, 2015            CUSIP: \_\_\_\_\_

Registered Owner:    CEDE & CO.

Principal Amount:    \_\_\_\_\_ Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Willowbrook, DuPage County, Illinois, a municipality, non-home rule unit, and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 30 and December 30 of each year, commencing June 30, 2015, until said Principal Amount is paid or duly provided for.

The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the corporate trust office of UMB Bank, N.A., St. Louis, Missouri (the "*Paying Agent*" or "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by Bond Registrar at said location at the close of business on the applicable Record Date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by The Depository Trust Company, New York, New York, the Depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[FORM OF BOND – REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$ \_\_\_\_\_ issued by the Village for the purpose of paying costs of the Project and the Refunding, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), payable as to principal and interest from (i) receipts of the Village's distributive share of State of Illinois income taxes (such distributive share referred to herein as the "Revenue Sharing Receipts") imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, (ii) with respect to the New Water Portion of the Project and the Prior Water Portion of the Refunding, the Net Revenues of the Village's Waterworks System ("*Net Revenues*" generally, means gross revenues minus operating and maintenance expenses excluding depreciation) (together, the Revenue Sharing Receipts and the Net Revenues are the "Pledged Revenues"), and (iii) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Local Government Debt Reform Act, as supplemented and amended (the "*Act*"). The full faith, credit and resources of the Village are pledged to the punctual payment of the principal of and interest on the Bonds. This Bond is negotiable, subject to registration provisions, pursuant to the laws of the State of Illinois.

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

Bonds due December 30, 2015 through December 30, 2024, inclusive, are not subject to optional redemption. Bonds due December 30, 2025 through December 30, 2034, inclusive, are callable in whole or in part on any date on or after December 30, 2024, at a price of par and

accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot.

The Village has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

IN WITNESS WHEREOF the Village of Willowbrook, DuPage County, Illinois, by its Board of Trustees, has caused this Bond to be executed by the manual or facsimile signature of the Mayor and the Village Clerk, the seal of said Village (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and countersigned by the duly authorized manual or facsimile signature of the Village Treasurer, all as of the Dated Date identified above.

VILLAGE OF WILLOWBROOK, DUPAGE  
COUNTY, ILLINOIS

BY \_\_\_\_\_  
Mayor

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

[SEAL]

Countersigned:

BY \_\_\_\_\_  
Village Treasurer

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2015, having a Dated Date of \_\_\_\_\_, 2015, of the Village of Willowbrook, DuPage County, Illinois.

UMB BANK, N. A., as Registrar

By \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

\_\_\_\_\_  
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 11. Alternate Bonds; General Obligations; Tax Levy.* The Bonds are and constitute Alternate Bonds under the Local Government Debt Reform Act, anticipated to be payable from Pledged Revenues. Under and pursuant to Section 15 of the Local Government Debt Reform Act, the full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of, premium, if any, and interest on the Bonds; the Bonds shall be direct and general obligations of the Village; and the Village shall be obligated to levy ad valorem taxes upon all the taxable property within the Village's corporate limits, for the payment of the Bonds and the interest thereon, without limitation as to rate or amount (such ad valorem taxes being the "Pledged Taxes").

Pledged Revenues are hereby determined by the Corporate Authorities to be sufficient to provide for or pay in each year to final maturity of the Bonds all of the following: (1) the debt service on all Outstanding revenue bonds payable from Pledged Revenues, (2) all amounts required to meet any fund or account requirements with respect to such Outstanding revenue bonds, (3) other contractual or tort liability obligations, if any, payable from such Pledged Revenues, and (4) in each year, an amount not less than 1.25 times debt service of all (i) Alternate Bonds payable from such Pledged Revenues previously issued and outstanding, and (ii) Alternate Bonds payable from such Pledged Revenues proposed to be issued, including the Bonds. The Pledged Revenues shall be and are hereby determined by the Corporate Authorities to provide in each year an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of Alternate Bonds payable from such revenue sources previously issued and outstanding, and Alternate Bonds proposed to be issued. Such conditions enumerated need not be met for that amount of debt service (as defined in Section 2 of the Local Government Debt Reform Act) provided for by the setting aside of proceeds of

bonds or other moneys at the time of the delivery of such bonds. The Pledged Revenues are hereby determined by the Corporate Authorities to provide in each year all amounts required to meet any fund or account requirements with respect to this resolution, any contractual or tort liability obligations, if any, payable from Pledged Revenues, and an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of all of the Outstanding Bonds, payable from such Pledged Revenues. The determination of the sufficiency of the Pledged Revenues is expected to be supported by reference to the most recent audit of the Village, which audit is for a Fiscal Year ending not earlier than 18 months previous to the time of issuance of the Bonds, and not otherwise a “report” under Section 15 of the Local Government Debt Reform Act shall be prepared.

The Bonds are issued on a parity with respect to the Pledged Revenues with the Village's currently Outstanding unrefunded portion of the General Obligation Bonds (Alternate Revenue Source), Series 2008.

For the purpose of providing additional funds to produce the sums necessary to pay interest on the Bonds as it falls due and pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, in addition to all other taxes, the following direct annual tax to be levied from 2015 (collectible in 2016) through 2033 (collectible in 2034):

| FOR THE<br>YEAR | A TAX SUFFICIENT TO PRODUCE THE DOLLAR<br>SUM OF: |
|-----------------|---|
| 2015            | \$ for principal and interest                     |
| 2016            | \$ for principal and interest                     |
| 2017            | \$ for principal and interest                     |
| 2018            | \$ for principal and interest                     |
| 2019            | \$ for principal and interest                     |
| 2020            | \$ for principal and interest                     |
| 2021            | \$ for principal and interest                     |
| 2022            | \$ for principal and interest                     |
| 2023            | \$ for principal and interest                     |
| 2024            | \$ for principal and interest                     |
| 2025            | \$ for principal and interest                     |
| 2026            | \$ for principal and interest                     |
| 2027            | \$ for principal and interest                     |
| 2028            | \$ for principal and interest                     |
| 2029            | \$ for principal and interest                     |
| 2030            | \$ for principal and interest                     |
| 2031            | \$ for principal and interest                     |
| 2032            | \$ for principal and interest                     |
| 2033            | \$ for principal and interest                     |

The Village will use cash on hand to cover debt service due June 30, 2015 and December 30, 2015.

The Pledged Revenues and other moneys on deposit in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Revenues to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Revenues shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

*Section 12. Tax Abatement.* The Village covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability

of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

In the event that funds from any lawful source may be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Corporate Authorities shall, by proper proceedings, direct the deposit of such other funds into the Bond Fund, and further shall direct the abatement of the Pledged Taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

*Section 13. Filing with County Clerk and Certificate of Reduction of Taxes.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerk; and said County Clerk shall in and for each of the years 2015 to 2033, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years and subject to abatement as provided in said Section 12; and said County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

The Mayor, Village Clerk and Treasurer be and the same are hereby directed to prepare and file with the County Clerks, a Certificate of Reduction of Taxes Heretofore Levied showing

the Refunded Bonds and directing the abatement of the taxes heretofore levied for the payment of the Refunded Bonds.

*Section 14. Sale of Bonds.* The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Bond Registrar, and shall be delivered to the Purchaser upon the payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser is hereby in all respects ratified, approved and confirmed, it being hereby declared that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract.

Upon the sale of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Preliminary Official Statement, Official Statement, an Official Bid Form, and closing documents.

The distribution of the Preliminary Official Statement relating to the Bonds presented before this meeting and prepared by Speer Financial, Inc. on behalf of the Village, is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved.

*Section 15. Water Fund and Accounts; Flow of Funds.* Upon the issuance of any of the Bonds, the Waterworks System shall continue to be operated on a Fiscal Year basis. All of the Net Revenues shall be set aside as collected and be deposited into that certain separate fund and in an account in a bank designated by the Corporate Authorities, which fund has heretofore

been created or continued and designated as the "*Water Fund*" of the Village and is expressly continued hereunder, which fund shall constitute a trust fund for the purpose of carrying out the covenants, terms, and conditions of this Ordinance or other ordinances of the Village and shall be used only in paying Operation and Maintenance Costs, providing an adequate depreciation fund, paying the principal of and interest on all Outstanding revenue bonds of the Village which by their terms are payable from the Net Revenues, and providing for the establishment of and expenditure from the respective accounts as provided in this Ordinance or other ordinances of the Village.

For the purpose of meeting the requirements of this Section 15, the Village, at its discretion, may utilize its current Water Fund and account structure to pay principal of and interest on the Bonds.

*Section 16. Flow of Funds; Investments.* There are hereby continued those certain separate accounts of the Water Fund which are and may be referred to as the "Operation and Maintenance Account," the "Alternate Bond and Interest Account, " and the "General Account, " to which there shall be credited on a given day, as selected by the Corporate Authorities, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, all moneys held in the Water Fund, in accordance with the following provisions.

A. *Operation and Maintenance Account.* There shall be credited to the Operation and Maintenance Account an amount not less than that amount which shall be sufficient, when added to the amount then on deposit to the credit of said Account, to establish an account balance in an amount not less than the amount necessary to pay Operation and Maintenance Costs for the Waterworks System. Amounts in said account shall be used to pay Operation and Maintenance Costs.

B. *Alternate Bond and Interest Account.* There shall next be paid into the Alternate Bond and Interest Account, a fractional amount of the amount of the interest becoming due on the next succeeding interest payment date on the New Water Portion and the Prior Water Portion of the Bonds then Outstanding and a fractional amount of the amount of the principal becoming due on the next succeeding principal payment date on the New Water Portion and the Prior Water Portion of the Bonds then Outstanding until there shall have been accumulated in the Alternate Bond and Interest Account an amount sufficient to pay such principal or interest, or both, of the New Water Portion and Prior Water Portion of the Bonds. In computing the fractional amount to be set aside, the fraction shall be so computed that sufficient funds will be set aside in said account and will be available for the prompt payment of such principal of and interest on all such bonds as the same will become due. Credits to the Alternate Bond and Interest Account may be suspended at such time as there shall be a sufficient sum, held in cash and investments, in said account to meet principal and interest requirements in said account to and including the next principal payment date, but such credits shall be resumed thereafter and, further, at any time said sum is insufficient for such purpose. All moneys in said account shall be used for the purpose of paying interest on and principal of the New Water Portion and the Prior Water Portion of the Bonds then Outstanding and such Additional Bonds as may be payable from such account in the future (as hereinafter provided).

C. *General Account.* All moneys remaining in the Water Fund, after crediting the required amounts to the respective accounts as set forth in the foregoing text of paragraphs (A) and (B), and after crediting funds to any accounts as may be provided in this Ordinance or other ordinances of the Village, shall be credited each month to the General Account. Funds in the General Account shall be used, first, to make up any deficiencies in any of the accounts having a

prior lien on Net Revenues; and then, at the discretion of the Corporate Authorities, for any lawful Waterworks System or Village purpose.

Moneys to the credit of the Water Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision, subject to provisions which may be set forth in this Ordinance.

For the purpose of meeting the requirements of this Section 16, the Village, at its discretion, may utilize its current Water Fund and account structure to pay principal of and interest on the Bonds.

*Section 17. Alternate Bond Fund.* There is hereby created or continued a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the "Alternate Bond Fund (Series 2015 Bonds)" (which may also be referred to as the "Bond Fund"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Revenue Sharing Receipts for the Bonds and to receive and disburse Pledged Taxes for any (or all) of the Bonds. All payments made with respect to the New Water Portion or the Prior Water Portion of the Bonds shall be made, first, from the Water Fund (or successor account as hereinabove provided). All Revenue Sharing Receipts as required for the Bonds (including the New Water Portion and Prior Water Portion of the Bonds to the extent Net Revenues are not sufficient) shall be deposited to the credit of the Bond Fund, and all Pledged Taxes shall be deposited to the credit of the Bond Fund. The Bond Fund and any respective accounts therein, constitute a trust fund established for the purpose of carrying out the covenants, terms, and conditions imposed upon the Village by this Ordinance. The requisite amount of Revenue Sharing Receipts is to be received by the Finance Director or such other designee of the Village, as may be authorized, by the officers who collect or receive the Revenue Sharing

Receipts. The Finance Director or such other designee of the Village, as may be authorized, shall thereupon deposit the Revenue Sharing Receipts to the credit of the Bond Fund in such amounts, taking into account the prior use of moneys in the Bond Fund, as shall provide for the timely payment of all principal of and interest on the Bonds. Any Pledged Taxes which may be received by the Village shall promptly be deposited into the Bond Fund. Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Water Fund or on deposit from Revenue Sharing Receipts.

For the purpose of meeting the requirements of this Section 17, the Village, at its discretion, may utilize its current Water Fund, General Fund and general account structure as it pertains to payment of principal of and interest on the Bonds.

*Section 18. Use of Proceeds.* The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest shall be deposited to the credit of the Bond Fund and applied to pay first interest due on such Bonds.

B. The amount necessary of the proceeds of the Bonds shall be deposited into a separate fund, hereby created, designated the "*Land Acquisition, Facility Expansion and Renovation Fund*" to be used to pay expenses of issuance of Bonds. Disbursements from such fund shall be made from time to time upon the direction of the Corporate Authorities. Any excess in said fund shall be used for the Project after six months from the date of issuance of the Bonds.

C. A portion of the proceeds of the Bonds and any premium received on the delivery of the Bonds, together with such funds of the Village as may be necessary, shall be deposited in

escrow pursuant to an Escrow Agreement (the "Escrow Agreement") between the Village and UMB Bank, N.A., St. Louis Missouri as Escrow Agent (the "Escrow Agent"), all in accordance with the provisions of an Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to the Escrow Agreement, are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding.

D. The remaining proceeds shall be set aside in separate funds hereby created or continued and designated as the Land Acquisition, Facility Expansion and Renovation Fund and the "*Water Capital Improvements Fund*" (the "Project Funds"), which the Village shall maintain as a separate and segregated account. Moneys in the Project Funds shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto. Moneys on deposit in the Project Funds may be invested by the Finance Director of the Village in any lawful manner. All investment earnings shall first be reserved and transferred to such other account as and to the extent necessary to pay any "excess arbitrage profits" or "penalty in lieu of rebate" under Code Section 148 to maintain the Tax-Exempt status of the Bonds, and the remainder shall be retained in the Project Funds. Within sixty (60) days after full depletion of the Project Funds, or if the Project has been fully completed and paid for, the Finance Director of the Village shall certify to the Corporate Authorities the fact of such depletion or the Village engineer shall certify to such completion and payment, and upon approval of such certification by the Corporate Authorities, funds (if any) which remain shall be transferred to the Bond Fund for expenditure to pay the Bonds on the then next interest and

principal payment date(s) until fully expended, and the portion of the Project Funds related to the Project shall be closed.

*Section 19. Reimbursement.* None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the construction of the Project or expenditures for which an intent to reimburse it was properly declared under Treasury Regulations Section 1.150-2. This Ordinance adopted by the Corporate Authorities on March 23, 2015, is a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid after the date hereof and prior to issuance of the Bonds.

*Section 20. Not Private Activity Bonds.* None of the Bonds is a "*private activity bond*" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. No user of the Project or the Prior Project, other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person other than the Village or another governmental unit will be a user of the Project or the Prior Project as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

*Section 21. Tax Covenants.* In order to preserve the exclusion of interest on the Bonds from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds (the "Code") and as an inducement to purchasers of the Bonds, the Village represents, covenants and agrees that:

A. No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Village) in respect of such property or borrowed money used or to be used for a private business use.

B. No more than 5% of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

C. The Village reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

D. Neither the Village nor the Corporate Authorities will take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the Village or the Corporate Authorities act in any other manner which would adversely affect such exclusion.

E. It shall not be an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

F. These covenants are based solely on current law in effect and in existence of the date of delivery of the Bonds.

*Section 22. Bank Qualified Bonds.* Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Village as applicable at the time of sale and delivery of Bonds shall designate such Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Village by any such designation represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Village and all subordinate entities (of which there are none) of the Village during the calendar year in which the Bonds are issued will not exceed \$10,000,000 within the meaning of or to be taken into account under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Village by any such designation covenants that in that connection it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term "tax-exempt obligations" includes "qualified 501(c)(3) Bonds" (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other "private activity bonds" (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

*Section 23. Registered Form.* The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain

Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 24. Covenants of the Village.* Subject to the terms and provisions contained in this section, and not otherwise, the Village covenants and agrees so long as there are any Outstanding Bonds (as defined herein), as follows:

(a) The Village will take all action necessary either to impose, collect, apply or to maintain the right to receive and apply the Pledged Revenues and Pledged Taxes in the manner contemplated by this Ordinance, and such Pledged Revenues shall not be less than as shall be required under Section 15 of the Local Government Debt Reform Act to maintain the Bonds as Alternate Bonds.

(b) The Village covenants that it will, while any of the Bonds shall remain outstanding, ensure that the Pledged Revenues will be sufficient to provide for or pay each of the following in any given year: (1) debt service on all Outstanding revenue bonds payable from such revenue sources, (2) the debt service on all Outstanding revenue bonds payable from pledged revenue sources, (3) all amounts required to meet any fund or account requirements with respect to such Outstanding revenue bonds, (4) other contractual or tort liability obligations, if any, payable from such pledged revenues, (5) other contractual or tort liability obligations, if any, payable from such revenue sources, and (6) in each year, an amount not less than 1.25 times debt service of all (i) alternate bonds payable from such revenue source previously issued and outstanding and (ii) alternate bonds proposed to be issued (i.e. the Bonds).

(c) The determination of the sufficiency of the Pledged Revenues is expected to be supported by reference to the most recent audit of the Village, which audit is for a Fiscal Year ending not earlier than 18 months previous to the time of issuance of the Bonds.

(d) The Village will make and keep proper books and accounts (separate and apart from all other records and accounts of the Village), in which complete entries shall be made of all transactions related to the Pledged Revenues, and covenants that within 210 days following the close of each Fiscal Year, it will cause the books and accounts related to the Pledged Revenues to be audited by independent certified public accountants. Such audit will be available for inspection by the registered owners of any of the Bonds. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

- (i) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the funds under this Ordinance.
- (ii) The amount and details of all Outstanding bonds.
- (iii) The accountant's comments, if any, regarding the manner in which the Village has carried out the accounting requirements of the Ordinance (including as to the Alternate Bond status of the Bonds) and has complied with Section 15 of the Local Government Debt Reform Act, and the accountant's recommendations for any changes.

(e) The Village will keep its books and accounts in accordance with generally accepted accounting principles for local government entities and enterprise funds; provided, however, that the credits to the Bond Fund shall be in cash, and such funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(f) The Village will take no action in relation to the Pledged Revenues or the Pledged Taxes which would unfavorably affect the security of the Bonds or the prompt payment of the

principal and interest thereon or the 125% coverage required in subsection (b) above to maintain the Bonds as "alternate bonds" under Section 15 of the Local Government Debt Reform Act.

(g) The owner of any Bond may proceed by civil action to compel performance of all duties required by law and this Ordinance.

*Section 25. Further Tax Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the "*Rebate Requirement*") to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Treasurer or the Mayor is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a "penalty in lieu of rebate" as

provided in the Code, and such penalty is incurred (the "*Penalty*"), then the Village shall pay such Penalty.

C. The Designated Officers shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a "2015 General Obligation Bonds Rebate or Penalty, if applicable Fund" (the "*148 Compliance Fund*") for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said Designated Officers shall cause to be paid to the United States Treasury, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Bonds and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Village also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

*Section 26. Noncompliance with Tax Covenants.* Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

*Section 27. Opinion of Counsel Exception.* The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth in Sections 19 through 26 herein, *provided* it shall first have received an opinion from Bond Counsel (or, in the event that Bond Counsel is unable or unwilling to provide such opinion, then from another attorney or a firm of attorneys of nationally recognized standing as bond counsel) to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

*Section 28. Rights and Duties of Bond Registrar and Paying Agent.* The Bond Registrar and Paying Agent shall:

- (a) act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) maintain a list of Bondholders as set forth herein;
- (c) cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; and
- (d) furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 29. Defeasance.* Any Bond or Bonds which (a) are paid and canceled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Paying Agent or similar institution having trust powers to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this section, "*Defeasance Obligations*" means (a) direct and general full faith and credit obligations of the United States Treasury ("*Directs*"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

*Section 30. Continuing Disclosure Undertaking.* Any Designated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking, in customary form as previously executed by the Village and as provided by Bond Counsel, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the

provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause to the Village to comply with its obligations thereunder.

*Section 31. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 32. Superseder.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: this 23rd day of March, 2015, pursuant to a roll call vote as follows:

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

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

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

APPROVED by me this 23rd day of March, 2015

Published in pamphlet form by authority of the Board of Trustees on March 24, 2015.

By: \_\_\_\_\_  
Its: Mayor, Village of Willowbrook, DuPage  
County, Illinois

ATTEST:

By: \_\_\_\_\_  
Its: Village Clerk, Village of Willowbrook  
DuPage County, Illinois

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION  
OF A RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS  
DEPARTMENT OF REVENUE

AGENDA NO. **8**

AGENDA DATE: 3/23/15

STAFF REVIEW: Carrie Dittman, Interim Dir. of Finance

SIGNATURE: Carrie Dittman

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: T. Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on March 9, 2015

NO

N/A

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

Historically, business sales tax payment information from the state is not shared with individual municipalities unless they are a home rule unit of government, or otherwise have an agreement with the state to obtain the information as a result of a tax sharing or similar arrangement with a business, in which case the information is needed. For Willowbrook, to date, we have only received business sales tax information for the Town Center business, since we have a sales tax sharing agreement in place with Harlem Irving. This information is needed to verify revenues to ensure the accuracy of our sales tax sharing arrangement payments. Such information would also be useful throughout the remainder of town to ensure we are receiving the 1% state shared sales tax from all business located within the Willowbrook corporate limits. This same issue occurred after the previous annexations of several businesses along Joliet Road, when we learned some time later that the 1% sales tax revenues was still being paid to the county.

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

In May of 2014, Illinois House Bill 3885 was passed by both houses and subsequently signed by the Governor as Public Act 098-1058 (see attached) on August 26, 2014. The law has an effective date of January 1, 2015. This new law will allow non-home rule units of government to receive the same sales tax information from the state as home rule units receive. Willowbrook would need to execute a Reciprocal Agreement (copy attached) with the Illinois Department of Revenue (IDOR) to begin receiving the information. It should also be noted that both the law and agreement with the IDOR contain a stiff penalty if one is found guilty of sharing the confidential taxpayer information to unauthorized individuals. The penalty is a Class B misdemeanor with a fine not to exceed \$7,500.

### ACTION PROPOSED:

Adopt Resolution.

**Bill Status of HB3885 98th General Assembly**

**Short Description:** REVENUE-TECH

**House Sponsors**

Rep. [Natalie A. Manley](#)

**Senate Sponsors**

(Sen. [Jennifer Bertino-Tarrant](#) - [Pamela J. Althoff](#) - [Toi W. Hutchinson](#) and [Pat McGuire](#))

**Last Action**

| Date      | Chamber | Action                       |
|-----------|---------|------------------------------|
| 8/26/2014 | House   | Public Act . . . . . 98-1058 |

**Statutes Amended In Order of Appearance**

[35 ILCS 20/35-1](#)

**Synopsis As Introduced**

Amends the Tax Shelter Voluntary Compliance Law. Makes a technical change in a Section concerning the short title.

**House Floor Amendment No. 2**

*Deletes reference to:*

[35 ILCS 20/35-1](#)

*Adds reference to:*

[35 ILCS 120/11](#)

from Ch. 120, par. 450

Replaces everything after the enacting clause. Amends the Retailers' Occupation Tax Act. Provides that a person who divulges confidential information from a return filed or an investigation conducted under the Act is subject to a fine of up to \$7,500. Provides that the Department of Revenue may furnish certain financial information to a municipality (now, only certain units of local government) if the municipality agrees in writing to the Act's confidentiality provisions. Provides that the Department of Revenue is authorized to provide the information to municipalities by electronic means. Effective January 1, 2015.

**House Floor Amendment No. 3**

Makes changes to the bill as amended by House Amendment 2. In provisions concerning information that may be provided to municipalities, provides that the Department may provide net revenue (instead of receipts) distributed to the requesting municipality that is directly related to the requesting municipality's local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act, and any locally imposed retailers' occupation tax or service occupation tax (in House Amendment 2, locally imposed service occupation taxes are not included).

**Actions**

| Date      | Chamber | Action   |
|-----------|---------|--|
| 1/3/2014  | House   | Filed with the Clerk by <a href="#">Rep. Michael J. Madigan</a>                        |
| 1/13/2014 | House   | <b>First Reading</b>   |
| 1/13/2014 | House   | Referred to <a href="#">Rules Committee</a>  |
| 3/19/2014 | House   | Assigned to <a href="#">Executive Committee</a>  |
| 3/26/2014 | House   | Do Pass / Short Debate <a href="#">Executive Committee</a> ; 009-000-000               |
| 3/26/2014 | House   | Placed on Calendar 2nd Reading - Short Debate  |
| 4/3/2014  | House   | House Floor Amendment No. 1 Filed with Clerk by <a href="#">Rep. Natalie A. Manley</a> |

|                  |               |   |
|------------------|---------------|---|
| 4/3/2014         | House         | House Floor Amendment No. 1 Referred to <u>Rules Committee</u>  |
| 4/7/2014         | House         | Chief Sponsor Changed to <u>Rep. Natalie A. Manley</u>  |
| 4/7/2014         | House         | House Floor Amendment No. 1 Rules Refers to <u>Revenue &amp; Finance Committee</u>                    |
| 4/7/2014         | House         | House Floor Amendment No. 2 Filed with Clerk by <u>Rep. Natalie A. Manley</u>                         |
| 4/7/2014         | House         | House Floor Amendment No. 2 Referred to <u>Rules Committee</u>  |
| 4/8/2014         | House         | House Floor Amendment No. 3 Filed with Clerk by <u>Rep. Natalie A. Manley</u>                         |
| 4/8/2014         | House         | House Floor Amendment No. 3 Referred to <u>Rules Committee</u>  |
| 4/8/2014         | House         | House Floor Amendment No. 2 Recommends Be Adopted <u>Rules Committee; 003-000-000</u>                 |
| 4/9/2014         | House         | House Floor Amendment No. 1 Recommends Be Adopted <u>Revenue &amp; Finance Committee; 010-000-000</u> |
| 4/9/2014         | House         | House Floor Amendment No. 3 Recommends Be Adopted <u>Rules Committee; 004-000-000</u>                 |
| <b>4/9/2014</b>  | <b>House</b>  | <b>Second Reading - Short Debate</b>  |
| 4/9/2014         | House         | House Floor Amendment No. 1 Tabled  |
| 4/9/2014         | House         | House Floor Amendment No. 2 Adopted   |
| 4/9/2014         | House         | Held on Calendar Order of Second Reading - Short Debate   |
| 4/9/2014         | House         | House Floor Amendment No. 3 Adopted   |
| 4/9/2014         | House         | Placed on Calendar Order of 3rd Reading - Short Debate  |
| <b>4/10/2014</b> | <b>House</b>  | <b>Third Reading - Short Debate - Passed <u>102-000-000</u></b>                                       |
| 4/11/2014        | Senate        | Arrive in Senate  |
| 4/11/2014        | Senate        | Placed on Calendar Order of First Reading   |
| 4/11/2014        | Senate        | Chief Senate Sponsor <u>Sen. Jennifer Bertino-Tarrant</u>   |
| <b>4/11/2014</b> | <b>Senate</b> | <b>First Reading</b>  |
| 4/11/2014        | Senate        | Referred to <u>Assignments</u>  |
| 4/23/2014        | Senate        | Assigned to <u>Revenue</u>  |
| 4/29/2014        | Senate        | Added as Alternate Chief Co-Sponsor <u>Sen. Pamela J. Althoff</u>                                     |
| 5/1/2014         | Senate        | Do Pass <u>Revenue; 010-000-000</u>   |
| 5/1/2014         | Senate        | Placed on Calendar Order of 2nd Reading May 6, 2014   |
| 5/6/2014         | Senate        | Added as Alternate Co-Sponsor <u>Sen. Pat McGuire</u>   |
| 5/7/2014         | Senate        | Added as Alternate Chief Co-Sponsor <u>Sen. Toi W. Hutchinson</u>                                     |
| <b>5/8/2014</b>  | <b>Senate</b> | <b>Second Reading</b>   |
| 5/8/2014         | Senate        | Placed on Calendar Order of 3rd Reading May 12, 2014  |
| 5/23/2014        | Senate        | Rule 2-10 Committee/3rd Reading Deadline Established As May 31, 2014                                  |
| <b>5/30/2014</b> | <b>Senate</b> | <b>Third Reading - Passed; <u>056-000-000</u></b>   |
| 5/30/2014        | House         | Passed Both Houses  |
| 6/27/2014        | House         | Sent to the Governor  |
| 8/26/2014        | House         | Governor Approved   |
| 8/26/2014        | House         | Effective Date January 1, 2015  |
| <b>8/26/2014</b> | <b>House</b>  | <b>Public Act . . . . . <u>98-1058</u></b>  |

**Public Act 098-1058**

HB3885 Enrolled

LRB098 15457 JLK 50487 b

AN ACT concerning revenue.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

Section 5. The Retailers' Occupation Tax Act is amended by changing Section 11 as follows:

(35 ILCS 120/11) (from Ch. 120, par. 450)

Sec. 11. All information received by the Department from returns filed under this Act, or from any investigation conducted under this Act, shall be confidential, except for official purposes, and any person who divulges any such information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, shall be guilty of a Class B misdemeanor with a fine not to exceed \$7,500.

Nothing in this Act prevents the Director of Revenue from publishing or making available to the public the names and addresses of persons filing returns under this Act, or reasonable statistics concerning the operation of the tax by grouping the contents of returns so the information in any individual return is not disclosed.

Nothing in this Act prevents the Director of Revenue from divulging to the United States Government or the government of any other state, ~~or any village that does not levy any real property taxes for village operations and that receives more than 60% of its general corporate revenue from taxes under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act,~~ or any officer or agency thereof, for exclusively official purposes, information received by the Department in administering this Act, provided that such other governmental agency agrees to divulge requested tax information to the Department.

The Department's furnishing of information derived from a taxpayer's return or from an investigation conducted under this Act to the surety on a taxpayer's bond that has been furnished to the Department under this Act, either to provide notice to such surety of its potential liability under the bond or, in order to support the Department's demand for payment from such surety under the bond, is an official purpose within the meaning of this Section.

The furnishing upon request of information obtained by the Department from returns filed under this Act or investigations conducted under this Act to the Illinois Liquor Control Commission for official use is deemed to be an official purpose within the meaning of this Section.

Notice to a surety of potential liability shall not be given unless the taxpayer has first been notified, not less than 10 days prior thereto, of the Department's intent to so notify the surety.

The furnishing upon request of the Auditor General, or his

authorized agents, for official use, of returns filed and information related thereto under this Act is deemed to be an official purpose within the meaning of this Section.

Where an appeal or a protest has been filed on behalf of a taxpayer, the furnishing upon request of the attorney for the taxpayer of returns filed by the taxpayer and information related thereto under this Act is deemed to be an official purpose within the meaning of this Section.

The furnishing of financial information to a municipality ~~home rule unit or non-home rule unit that has imposed a tax similar to that imposed by this Act pursuant to its home rule powers or the successful passage of a public referendum by a majority of the registered voters of the community, or to any village that does not levy any real property taxes for village operations and that receives more than 60% of its general corporate revenue from taxes under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act, upon request of the Chief Executive thereof, is an official purpose within the meaning of this Section, provided the municipality home rule unit, non-home rule unit with referendum approval, or village that does not levy any real property taxes for village operations and that receives more than 60% of its general corporate revenue from taxes under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act agrees in writing to the requirements of this Section. Information provided to municipalities under this paragraph shall be limited to: (1) the business name; (2) the business address; (3) net revenue distributed to the requesting municipality that is directly related to the requesting municipality's local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (4) a listing of all businesses within the requesting municipality by account identification number and address. On and after July 1, 2015, the furnishing of financial information to municipalities under this paragraph may be by electronic means.~~

~~For a village that does not levy any real property taxes for village operations and that receives more than 60% of its general corporate revenue from taxes under the Use Tax Act, Service Use Tax Act, Service Occupation Tax Act, and Retailers' Occupation Tax Act, the officers eligible to receive information from the Department of Revenue under this Section are the village manager and the chief financial officer of the village.~~

Information so provided shall be subject to all confidentiality provisions of this Section. The written agreement shall provide for reciprocity, limitations on access, disclosure, and procedures for requesting information.

The Department may make available to the Board of Trustees of any Metro East Mass Transit District information contained on transaction reporting returns required to be filed under Section 3 of this Act that report sales made within the boundary of the taxing authority of that Metro East Mass Transit District, as provided in Section 5.01 of the Local Mass Transit District Act. The disclosure shall be made pursuant to a written agreement between the Department and the Board of Trustees of a Metro East Mass Transit District, which is an

official purpose within the meaning of this Section. The written agreement between the Department and the Board of Trustees of a Metro East Mass Transit District shall provide for reciprocity, limitations on access, disclosure, and procedures for requesting information. Information so provided shall be subject to all confidentiality provisions of this Section.

The Director may make available to any State agency, including the Illinois Supreme Court, which licenses persons to engage in any occupation, information that a person licensed by such agency has failed to file returns under this Act or pay the tax, penalty and interest shown therein, or has failed to pay any final assessment of tax, penalty or interest due under this Act. The Director may make available to any State agency, including the Illinois Supreme Court, information regarding whether a bidder, contractor, or an affiliate of a bidder or contractor has failed to collect and remit Illinois Use tax on sales into Illinois, or any tax under this Act or pay the tax, penalty, and interest shown therein, or has failed to pay any final assessment of tax, penalty, or interest due under this Act, for the limited purpose of enforcing bidder and contractor certifications. The Director may make available to units of local government and school districts that require bidder and contractor certifications, as set forth in Sections 50-11 and 50-12 of the Illinois Procurement Code, information regarding whether a bidder, contractor, or an affiliate of a bidder or contractor has failed to collect and remit Illinois Use tax on sales into Illinois, file returns under this Act, or pay the tax, penalty, and interest shown therein, or has failed to pay any final assessment of tax, penalty, or interest due under this Act, for the limited purpose of enforcing bidder and contractor certifications. For purposes of this Section, the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this Section, an entity controls another entity if it owns, directly or individually, more than 10% of the voting securities of that entity. As used in this Section, the term "voting security" means a security that (1) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (2) is convertible into, or entitles the holder to receive upon its exercise, a security that confers such a right to vote. A general partnership interest is a voting security.

The Director may make available to any State agency, including the Illinois Supreme Court, units of local government, and school districts, information regarding whether a bidder or contractor is an affiliate of a person who is not collecting and remitting Illinois Use taxes for the limited purpose of enforcing bidder and contractor certifications.

The Director may also make available to the Secretary of State information that a limited liability company, which has filed articles of organization with the Secretary of State, or corporation which has been issued a certificate of incorporation by the Secretary of State has failed to file returns under this Act or pay the tax, penalty and interest shown therein, or has failed to pay any final assessment of tax, penalty or interest due under this Act. An assessment is

final when all proceedings in court for review of such assessment have terminated or the time for the taking thereof has expired without such proceedings being instituted.

The Director shall make available for public inspection in the Department's principal office and for publication, at cost, administrative decisions issued on or after January 1, 1995. These decisions are to be made available in a manner so that the following taxpayer information is not disclosed:

(1) The names, addresses, and identification numbers of the taxpayer, related entities, and employees.

(2) At the sole discretion of the Director, trade secrets or other confidential information identified as such by the taxpayer, no later than 30 days after receipt of an administrative decision, by such means as the Department shall provide by rule.

The Director shall determine the appropriate extent of the deletions allowed in paragraph (2). In the event the taxpayer does not submit deletions, the Director shall make only the deletions specified in paragraph (1).

The Director shall make available for public inspection and publication an administrative decision within 180 days after the issuance of the administrative decision. The term "administrative decision" has the same meaning as defined in Section 3-101 of Article III of the Code of Civil Procedure. Costs collected under this Section shall be paid into the Tax Compliance and Administration Fund.

Nothing contained in this Act shall prevent the Director from divulging information to any person pursuant to a request or authorization made by the taxpayer or by an authorized representative of the taxpayer.

(Source: P.A. 93-25, eff. 6-20-03; 93-939, eff. 8-13-04; 94-1074, eff. 12-26-06.)

Section 99. Effective date. This Act takes effect on January 1, 2015.

**Effective Date: 1/1/2015**

RESOLUTION NO. 15-R-\_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION  
OF A RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF REVENUE**

---

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

WHEREAS, the Intergovernmental Cooperation Act authorizes the Village and IDOR to enter into the Reciprocal Agreement, attached hereto as Exhibit "A" and expressly made a part hereof, for the stated purpose of the exchange of information; and

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

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is necessary, proper and in the best interest of the Village to enter into the attached Reciprocal Agreement with IDOR.

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

Section 1. That certain Reciprocal Agreement by and between the Village of Willowbrook and the Illinois Department of Revenue, attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

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

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

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

ADOPTED and APPROVED this 23<sup>rd</sup> day of March, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE VILLAGE OF WILLOWBROOK  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the Town/City/Village of VILLAGE OF WILLOWBROOK (the "Municipality") return information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the "Tax Acts").

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information," which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive officer of the Municipality will initiate the Reciprocal Agreement on Exchange of Information with the Department. The chief executive officer of the Municipality will provide the Department with a list of names and official titles of municipal personnel designated by him or her as persons exclusively authorized to request return information, view return information, or receive related information on his or her behalf. This list shall be restricted to municipal personnel directly involved in the financial operations of the municipality and the financial information provided by the Department shall not be viewed by or shared with anyone who is not on the list. The Department agrees to provide the Municipality with a written list showing the names and official titles of Department personnel designated by it to request return information, view return information, or receive related information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such return information.

Illinois Department of Revenue

VILLAGE OF WILLOWBROOK  
Municipality

\_\_\_\_\_  
Director

\_\_\_\_\_  
Chief Executive of the Municipality

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Municipality

\_\_\_\_\_  
Date

## ATTACHMENT A

### MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing, on letterhead of the municipality and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons on the authorized list provided by the chief executive officer.
3. Any Municipality that receives information under the Reciprocal Agreement will promptly notify the Department when a municipal employee, who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the Municipality or otherwise is no longer authorized by statute or by the Municipality to receive the information.
4. Any Municipality that receives information under the Reciprocal Agreement will report immediately to the Department any possible or suspected breach of confidentiality of the information.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any Municipality that receives information under the Reciprocal Agreement agrees to allow the Department to physically inspect its facilities to insure proper compliance with these standards.

7. Any person who divulges confidential taxpayer information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer.

The Town/City/Village of VILLAGE OF WILLOWBROOK agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement on the Exchange of Information, which it has entered into with the Illinois Department of Revenue.

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

March 23, 2015  
\_\_\_\_\_  
Date

MINUTES OF THE SPECIAL JOINT MEETING OF THE FINANCE AND ADMINISTRATION, MUNICIPAL SERVICES, AND PUBLIC SAFETY COMMITTEES OF THE VILLAGE OF WILLOWBROOK HELD ON WEDNESDAY, FEBRUARY 18, 2015 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 Chairman Mistele at 5:45 p.m.

**2. ROLL CALL**

Those present at roll call were Mayor Frank A. Trilla, Trustee Sue Berglund, Chairman Umberto Davi, Chairman Terrence Kelly, Chairman Michael Mistele, Trustee Gayle Neal, Trustee Paul Oggerino, Village Administrator Tim Halik, Police Chief Mark Shelton and Interim Director of Finance Carrie Dittman.

**3. REVIEW - Fiscal Year 2015/2016 Budget**

Administrator Halik gave an overview of this evening's presentation and noted that the proposed budget maintains all current services and programs and that as of 4/30/2016 the General Fund is projected to have an ending fund balance of \$4,100,653 which represents 182 days of operating expense reserves. The cost to operate the General Fund for 1 day is \$22,527. No non-union salary increases are included, and the budget includes an 18.2% increase in police pension contribution and 3.68% decrease in IMRF contribution.

Interim Director of Finance Dittman presented the proposed drawdown of General Fund reserves of \$1,001,999 by department, noting that Parks & Recreation were 59.72% or \$458,100 higher due to the re-budgeting of unspent Willow Pond Park grant funds, and fund transfers were 48.53% or \$51,791 higher due to the new 2015 bonds being included. She described the dollar changes of the major General Fund revenue sources and the historical percentage changes of these sources over the past three years. Administrator Halik described the proposed reduction in LGDF (income tax) revenue that is currently being proposed by the State of Illinois. The Village's budget already reflects a 25% decrease in this revenue line item in anticipation of the State's action.

Interim Director of Finance Dittman noted that the police pension contribution is the annual required contribution as per the actuarial valuation and described the reasons for the increase of \$94,615. IMRF has decreased from 18.88% percent of payroll to 17.97%.

Administrator Halik gave an update on the rate increases in the Water Fund that were necessary as a result of the six DuPage Water Commission rate increases passed on to the Village since May 1, 2010. He also described the planned Water Fund capital projects that will occur in FY 2015-16. He then went on to describe the road program planned for the Motor Fuel Tax (MFT) Fund in FY 2015-16.

Interim Director of Finance Dittman gave an update of the status of the General Obligation Alternate Revenue Sources Bonds, Series 2015, which are currently in the works. The total \$5,055,000 bond consists of \$3.5 million of new money for the police station and water tank #1 painting, \$1.485 million to refund part of the Series 2008 Bonds, and the remaining \$70,000 to pay the bond issuance costs. The bonds will be issued about April 13, 2015 and repayment will begin in FY 2015-16 via transfers from

the General Fund and Water Fund in their pro-rata shares. The bonds will carry a repayment pledge of income taxes and water user fees as the alternate revenue sources. All but the next two non-callable payments of the Series 2008 bonds will be refunded in order to achieve an interest savings.

The next portion of the presentation by Interim Director of Finance Dittman was a financial overview, including the financial performance of the General Fund and the reasons for the heightened performance in FY 2014-15, which included revenues exceeding expectations and certain General Fund expenditures (Willow Pond Park and the finance ERP system) being deferred an additional year. Administrator Halik gave a "quick summary" that noted the FY 2014-15 budget included a planned draw-down of reserves of \$527,347 (to 191 days operating reserves), but FY 2014-15 estimated actual would be a surplus of \$487,561 (236 days operating reserves). The FY 2015-16 budget would be a draw-down of \$1,001,999 to end at 182 days operating reserve. The Village's target reserve has long been established at 120 days.

Interim Director of Finance Dittman discussed how the Village evaluates financial condition, and described the financial performance of the Water and MFT Funds.

Next, Administrator Halik and Interim Director of Finance Dittman described the major changes by General Fund department, including Village Board and Clerk, BOPC, Administration, Planning and Economic Development, Parks and Recreation, Finance, Police (described by Police Chief Shelton), Public Works and Building and Zoning. Halik and Dittman also described major planned changes in the Water, Hotel/Motel Tax, Motor Fuel Tax, TIF, SSA Bond and Interest, Capital Projects, Debt Service, and Land Acquisition, Facility Expansion and Renovation Funds.

Staff opened the floor to questions, and welcomed any suggestions to be included in the upcoming March 16, 2015 full board budget workshop.

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

There were no visitors present at the meeting.

#### **5. ADJOURNMENT**

Motion to adjourn was made by Trustee Berglund, and seconded by Chairman Kelly. The motion was carried.

The meeting was adjourned at 7:18 p.m.

(Minutes transcribed by: Carrie Dittman, 3/3/2015)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, FEBRUARY 3, 2015, AT THE WILLOWBROOK VILLAGE HALL, 7760  
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:00 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 – JANUARY 6, 2015

The Commission reviewed the January 6, 2015 minutes.

MOTION: A Motion was made by Commissioner Landsman and seconded by Commissioner Grimsby to approve the January 6, 2015 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*

Superintendent Violante advised there was no report.

5. OLD BUSINESS

A. OSLAD Grant for Willow Pond Park

Superintendent Violante reviewed the playground, bathroom, play pod and water feature plans that were recommended by the Playground Committee. The Playground Committee recommended Playground Option #6 with the riverboat theme concept; however, this concept would not be 100% accessible for wheelchair participants.

Option #8 is entirely wheelchair accessible. The basic concept would continue to have a boat theme.

Superintendent Violante advised that both options are wheelchair accessible; however, Option #6 would not all be one level and a wheelchair would not be able to utilize the entire playground. There were questions in regards to where the wheelchair ramp will be located that is shown on Option #8 since it was not clearly shown.

The consensus of the Committee was to submit Option #8 for the playground equipment. They would like to see the following changes/additions, however: stand-alone climbing feature and wheel similar to Option #6, two slides rather than the three that are shown together and verification that the color scheme is that of Option #6.

Superintendent Violante reviewed lighting, facilities, and other park amenities that will be going out to bid on Wednesday, February 4, 2015. The Commission did not like the lighting fixtures ere picked out by our consultant. They were also concerned about the number of fixtures that would be placed around the path. The Commission wants stainless steel toilets as opposed to the proposed porcelain to protect against vandalism. In regards to the water features shown, they would prefer to have the tall flower rather than the anchor. The Commission requested that the consultant, John Vann, be present at the next meeting to show them the overall layout of the park and answer some of the questions they had that Superintendent Violante was unable to answer.

#### B. Village Race

Commissioner Pionke provided the Commissioners with information pertaining to the Village Race.

#### C. Master Plan

Superintendent Violante stated she met with Midtown Athletic Club in regards to Lake Hinsdale Park. The Club is not yet ready to do anything major at the park. There is a possibility of adding one apparatus in the near future.

Comments have been received from Lake Hinsdale Tower Management that some residents are unhappy that the playground equipment was removed. They do not want a passive park and would like the playground replaced. Chairman Cobb stated that the equipment belonged to the Village of Willowbrook and the equipment was in disrepair and needed to be removed. The residents need to wait and see how the park is renovated.

6. NEW BUSINESS

A. Name Park Amenity after Previous Superintendent

Chairman Cobb suggested that the handicap pier at Willow Pond be named for former Parks Superintendent, Walter Righton. Superintendent Violante stated that another option would be one of the new pavilions. The Commission will continue discussions at a future meeting.

B. Vending Machines at Borse Park

Superintendent Violante advised that Commissioner Landsman had provided information about vending machines. Superintendent Violante stated she has concerns about installing a vending machine at the park due to low usage and vandalism. Two neighboring municipalities removed their vending machines due to vandalism and other problems. Superintendent Violante also stated there already is a company manning the concession stand and does not wish to take business away from him. Commissioner Schuurman suggested contacting the company that currently sells during BRW Softball and see if he is willing to have the stand open during adult games. After discussion, Superintendent was asked to look into companies that would provide vending machines.

C. Select Movie for "Movie in the Park"

After discussion, Superintendent Violante advised that she will pick a Disney movie.

7. CORRESPONDENCE/COMMUNICATIONS

There was no communications.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 8:11 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,

March 3, 2015

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, JANUARY 7, 2015, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioner Remkus.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting November 5, 2014 (APPROVE)
- C. Minutes – Village Board Meeting October 27, 2014, November 10, 2014 and November 24, 2014

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

4. PLAN COMMISSION DISCUSSION: Zoning Hearing Case 15-01: Petition for an amendment to a special use permit for a planned unit development and other relief to permit the operation of a special use "food store" and certain exterior and site modifications associated with the food store.

- A. PUBLIC HEARING
- B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Kaucky based on the submitted petition and testimony presented, the requested amendment to the PUD to accommodate a new 56,989 square foot Whole Foods "food store" meets the standards of a special use and PUD, and therefore I move that the Plan Commission forward its "Findings of Fact" attached to the January 7, 2015 staff report prepared for case number 15-01 as Exhibit 10, and recommend the Village Board approve the special use, PUD

amendment, including a sign waiver to allow for an increase of two square feet for wall signage, subject to the following conditions:

1. Except as follows, improvements shall be in substantial compliance with the plans identified on page 1 of the staff report prepared for Zoning Hearing Case 15-01, with the modifications shown at the hearing, except as enumerated below, with all plan documents to be revised, submitted and approved by Village staff prior to being forwarded to the Village Board for consideration. All documents shall be revision dated with the same date.
  - a. The loading dock and dumpster enclosure shall utilize brick material that matches the building material.
  - b. Plans shall be revised as indicated in the December 18, 2014 letter from Dan Lynch, CBBEL.
  - c. The graphic picture wall sign shown on various pages of Exhibit 2 shall be removed.
2. The 12,690 square foot space adjoining the proposed Whole Foods shall not be issued a certificate of occupancy until the property owner amends the PUD to address parking deficiencies created by the occupancy of the space.
3. All outdoor displays, merchandising areas and seating shall be only in the areas indicated on the plans and shall comply at all times with all Village Codes.
4. Sanitary easements shall be revised as necessary and submitted to the Village prior to the issuance of any certificates of occupancy.

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

MOTION DECLARED CARRIED

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

Planner Jo Ellen Charlton shared an update of pending projects with the Commissioners.

8. ADJOURNMENT

MOTION: Made by Commissioner Kaucky, seconded by Commissioner Lacayo, to adjourn the regular meeting of the Plan Commission at the hour of 8:15 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

Jan 4, 2015

Minutes transcribed by Joanne Prible.

  
Chairman

## AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on February 9<sup>th</sup>, 2015 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 Terrence Kelly and Trustee Gayle Neal.*

1. Reviewed the January 12<sup>th</sup>, 2015 Public Safety Committee Meeting Minutes.  
*The Committee approved the January 12<sup>th</sup>, 2015 Public Safety Committee Meeting Minutes.*
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report For 01/05/2015 – 02/01/2015 - Information.  
*Chairman Kelly requested clarification as to which Overtime Category description references reimbursements for the police hired details. Chief Shelton explained which category related to Special Details.*
4. Reviewed the Monthly Expenditure Report For January 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for January 2015 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
  - Detective Tim Kobler
  - Officer James Martino
7. DISCUSSION ITEMS
  - Siren Update on 63<sup>rd</sup> Street  
*Chief Shelton advised the Committee that the warning siren, which is at the Tri-State Fire Department, located on 63<sup>rd</sup> Street, will not need to be replaced. It was researched with Braniff Communications (our maintenance service provider) for the area which other sirens are located in surrounding / bordering towns along with the other Willowbrook siren which is located at Ridgemoor Park at 6415 Quincy Street. It was established through mapping, sent by Braniff, that there is more than adequate coverage, including overlap. A mapping photo was viewed showing the different areas of coverage of the sirens located in that same area. It was agreed by the Committee that a replacement of the siren at 63<sup>rd</sup> Street and Western Avenue is not necessary. It was also related that Tri-State Fire Department Chief Mancione was contacted by Village Administrator Tim Halik and Chief Shelton showing this same area of coverage mapping. Chief Mancione was in agreement.*
  - Patrol Eligibility Hiring Process Overview  
*Chief Shelton advised the Committee that the last patrol eligibility test was very successful. There were over 160 applications purchased with 90 individuals present to take the test. I/O Solutions conducted the entire testing process. This is the same company that conducted the process the previous testing period. A final eligibility list should be established by March 2015.*

- Probationary Officers Update  
*The Chief advised the Committee that the three probationary officers are doing very well. Officer Danan is working the 11pm – 7am shift and is having a very positive impact on her shift. Officer Babczak and Officer Martino are currently in the F.T.O. program and are progressing very well.*
- DuPage County Future CAD/RMS Project  
*The Chief gave the Committee a preliminary overview of the possible DuPage CAD/RMS project which is currently being explored by E.T.S.B. and DuPage County. The project is reviewing possible integrated CAD/RMS throughout the entire County on this shared system. While still a year or so to be established with many working entities, this is a probable project and the Chief wanted the Committee to just be aware for possible future budget implications.*

8. VISITOR'S BUSINESS\*  
*None*

9. ADJOURNMENT

10. *The meeting was adjourned at 6:28p.m.*

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

Next Meeting Scheduled March 9<sup>th</sup>, 2015 at 6:00 P.M.