

## 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, MAY 11, 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. OATHS OF OFFICE - VILLAGE TRUSTEES:
  - a. Suzanne Berglund
  - b. Paul M. Oggerino
  - c. Helen G. Neal
5. ROLL CALL
6. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
7. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - April 27, 2015 (APPROVE)
  - c. Warrants - \$117,424.09 (APPROVE)
  - d. Monthly Financial Report - April 30, 2015 (APPROVE)
  - e. Ordinance - An Ordinance Amending Section 3-12-5: Entitled "Classifications," of Chapter 12, Entitled "Liquor," of title 3, Entitled "Business," of the Village Code of Ordinances of the Village of Willowbrook, Illinois (PASS)
  - f. Ordinance - An Ordinance Authorizing the Sale and/or Disposition of Surplus Personal Property of the Village of Willowbrook, DuPage County, Illinois (PASS)
  - g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute an Agreement to Complete a Water Tank Rehabilitation Project - Era Valdivia Contractors, Inc. Chicago (ADOPT)

- h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept and Execute a Proposal for Professional Engineering Services Between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. - Water Tank Rehabilitation Projects (ADOPT)
- i. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept and Execute a Proposal for the Purchase of a Konica Minolta BIZHUB C654E Copier System - Konica Minolta Business Solutions, Inc. (ADOPT)
- j. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 38 - Structural Modifications - Village Hall Renovation Project (ADOPT)
- k. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute A Certain Agreement - Tree and Stump Removal Services - Between the Village of Willowbrook and Pessina Tree Services, LLC (ADOPT)
- l. Resolution - A Resolution Authorizing the Chief of Police to Place an Order for three 2015 Ford Taurus Police Vehicles Through the Suburban Purchasing Cooperative (ADOPT)
- m. Motion - Motion to Approve - Village Hall Renovation Contract: Payout #7 - Final Payment, FBG Construction Corporation (PASS)

NEW BUSINESS

- 8. MAYOR'S APPOINTMENTS TO COMMITTEES OF THE BOARD OF TRUSTEES
- 9. RESOLUTION - RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR AN ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SYSTEM AND SERVICES - BS&A SOFTWARE
- 10. RESOLUTION - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 1 - ADDITIONAL LUMINAIRES - LED STREETLIGHT CONVERSION PROJECT

PRIOR BUSINESS

11. COMMITTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION:
  - a) Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)
  - b) Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)
17. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CAROLINE A. DITTMAN AS ITS DIRECTOR OF FINANCE
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 27, 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 Village Clerk Leroy Hansen.

2. ROLL CALL

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

ABSENT: Mayor Frank Trilla

Also present were Village Attorney Thomas Bastian, Village Attorney Michael 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

Village Clerk Hansen asked Deputy Chief Altobella to lead everyone in saying the Pledge of Allegiance.

4. MOTION - MOTION TO ELECT A TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Village Attorney Bastian advised that a motion was necessary to nominate Trustee Michael Mistele as Mayor Pro Tem for tonight's meeting.

MOTION: Made by Trustee Oggerino and seconded by Trustee Kelly to nominate Trustee Mistele as Mayor Pro Tem.

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

MOTION DECLARED CARRIED

5. VISITORS' BUSINESS

None presented.

6. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 13, 2015 (APPROVE)
- c. Minutes - Executive Session Meeting - April 13, 2015 (APPROVE)
- d. Warrants - \$1,009,194.24 (APPROVE)
- e. Ordinance - an Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 15-O-09 (PASS)
- f. Resolution - a Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Conduct the 2015 Spring Brush Collection Program - Pessina Tree Service LLC - Resolution No. 15-R-19 (ADOPT)
- g. Proclamation - A Proclamation Recognizing the Week of May 3 - 9, 2015 as Municipal Clerks Week in the Village of Willowbrook (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. DELINQUENT WATER BILLS

Administrator Halik reported that there were five (5) delinquent water bills. Staff requested authorization to proceed in accordance with past practices which was approved.

8. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-15 ENTITLED "CONSUMPTION ON PREMISES:" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS" OF THE VILLAGE CODE OF ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Attorney Bastian advised that this new liquor license classification "K" is for the Whole Foods store once it

relocates to 6300 Kingery Highway. The new license will allow for the purchasing of packaged liquor, the consumption of alcohol in the restaurant/sidewalk café area of the store, and allow for patrons to consume liquor while they are shopping throughout the store.

Attorney Bastian related that this license does not allow for a patron to purchase packaged alcohol from the shelf and consume on site. Attorney Bastian also stated that if problems occur, the Board will be able to amend the ordinance at a future date.

MOTION: Made by Trustee Davi and seconded by Trustee Kelly to pass Ordinance No. 15-0-10 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. - LED STREETLIGHT REPLACEMENT PROJECT

Administrator Halik stated that the Village Board had approved a contract for the LED Streetlight Conversion program at a March Board meeting. As part of this contract, drawings must be reviewed by an engineering firm and the project monitored.

A bid was submitted by Christopher B. Burke Engineering, Ltd in the amount of \$5,400 to complete the tasks. This amount was not in the original project costs. However, it was determined that the streetlights at the intersection of Kingery Highway and Plainfield Road could not be completed as part of this project due to state and county right-of-way issues. The project cost savings should offset the costs of the construction engineering work.

MOTION: Made by Trustee Oggerino and seconded by Trustee Kelly to adopt Resolution No. 15-R-20 as presented.

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

MOTION DECLARED CARRIED

10. MOTION - MOTION TO APPROVE - FISCAL YEAR 2015/16 BUDGET

Interim Director of Finance Dittman stated that the Budget incorporates all items that were discussed during the budget workshop and subsequent budget related discussions.

Ms. Dittman stated that the Village is also required to comply with the State Appropriation Act which provides the legal authority for the Village to expend funds. As part of the act, an Appropriation Ordinance must be adopted within the first quarter of each new fiscal year and a copy must be filed with the DuPage County Clerk. This ordinance will be brought before the Board in June.

The Fiscal Year 2015/16 Budget will also be submitted to the GFOA as part of the application for the Distinguished Budget Presentation Award. This award has been received by the Village for the past 13 years.

Ms. Dittman related that the budget includes a planned ending General Fund balance at April 30, 2016 of 174 operating days. The reserve objective is 120 days.

MOTION: Made by Trustee Kelly and seconded by Trustee Neal to approve the Fiscal Year 2015/16 Budget.

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

MOTION DECLARED CARRIED

11. PRESENTATION - POLICE DEPARTMENT 2014 ANNUAL REPORT

Chief Shelton gave a brief summary of the Willowbrook Police Department's 2014 Annual Report. Chief Shelton extended his sincere appreciation to the Board for their continued support.

PRIOR BUSINESS

12. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly related that he had participated in the first annual 5K run put on by the Parks and Recreation Department.

Trustee Kelly advised that staff and race organizers did a great job on the event.

Trustee Mistele had no report.

Trustee Berglund stated that she had worked on the 5K Race Committee. She received great responses from the businesses that helped sponsor the event.

Trustee Davi had no report.

Trustee Oggerino had no report.

13. ATTORNEY'S REPORT

Attorney Bastian had no report.

14. CLERK'S REPORT

Clerk Hansen had no report.

15. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

16. MAYOR'S REPORT

No Mayor's report due to Mayor Trilla's absence.

17. EXECUTIVE SESSION

Trustee Mistele stated that there was no need for Executive Session during tonight's meeting.

18. ADJOURNMENT

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:59 p.m.

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

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Village Board Minutes  
April 27, 2015

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 11, 2015.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 11, 2015

GENERAL CORPORATE FUND	-----	\$104,744.29
WATER FUND	-----	12,061.77
HOTEL/MOTEL TAX FUND	-----	500.00
L.A.F.E.R. FUND	-----	118.03
TOTAL WARRANTS	-----	\$117,424.09

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

APPROVED:

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Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

PAGE: 1

RUN DATE: 05/06/15

RUN TIME: 02:30PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALL AMERICAN PAPER COMPANY (68) 88143 MAINTENANCE - PW BUILDING	05/12 CK# 86458 01-35-725-418	\$612.89 612.89
ALPHA PRINTING (2673) 45275 FAMILY SPECIAL EVENT - RACE	05/12 CK# 86459 01-20-585-154	\$210.00 210.00
AMATEUR SOFTBALL ASSOCIATION (69) 2015 SEASON SUMMER PROGRAM MATERIALS & SERVICES	05/12 CK# 86460 01-20-575-119	\$286.00 286.00
AMERICAN FIRST AID SERVICE INC (77) 20974 MAINTENANCE - PW BUILDING	05/12 CK# 86461 01-35-725-418	\$18.30 18.30
AMERICAN LITHO (2436) 248692-01 PRINTING & PUBLISHING 01-601-302	05/12 CK# 86462 01-20-550-302	\$1,921.00 1,921.00
APPRIZE PROMOTIONAL PRODUCTS (2457) 54346 PRINTING & PUBLISHING 01-501-302	05/12 CK# 86463 01-35-710-302	\$135.00 135.00
ASHTON PLACE (133) SWAC 4-16-15 SCHOOLS-CONFERENCE TRAVEL 01-451-304 SWAC 4/16/15 COMMODITIES 01-482-331	05/12 CK# 86464 01-30-630-304 01-30-670-331	\$770.00 354.87 415.13
BANNERVILLE USA INC (2146) 19540 FAMILY SPECIAL EVENT - RACE	05/12 CK# 86465 01-20-585-154	\$350.00 350.00
KARYN A BYRNE (267) FEB - APR 15 PART TIME INSPECTOR 01-565-109	05/12 CK# 86466 01-40-830-109	\$385.00 385.00
CAPERS (2604) 15-72 EDP-EQP. MAINTENANCE 01-457-263	05/12 CK# 86467 01-30-640-263	\$10,000.00 10,000.00
CAR REFLECTIONS (296) 15-226 MAINTENANCE - VEHICLES 01-551-409	05/12 CK# 86468 01-40-810-409	\$236.00 236.00
CHRISTOPHER B. BURKE (333) 121865 PLAN REVIEW - PLANNER 01-15-520-257 121892 FEES - ENGINEERING 01-505-245 121893 REIMB. 121894 REIMB. 121895 REIMB. 121896 REIMB. 121897 PLAN REVIEW - ENGINEERING 01-15-520-254 121898 REIMB. 121899 REIMB.	05/12 CK# 86469 01-15-520-257 01-35-720-245 01-15-520-254 01-15-520-254 01-15-520-254 01-15-520-254 01-15-520-254 01-40-820-259 01-40-820-259	\$11,490.22 7,112.93 165.00 1,210.00 330.00 641.25 804.50 697.04 309.50 220.00
CINTAS FIRST AID & SAFETY (2674) 5002937444 MAINTENANCE - BUILDING 01-405-228	05/12 CK# 86470 01-10-466-228	\$574.74 574.74
COMCAST CABLE (365) VH / APRIL 15 EQUIPMENT MAINTENANCE 01-503-263 VH APR15 E.D.P. SOFTWARE 01-410-212	05/12 CK# 86471 01-35-715-263 01-10-460-212	\$230.70 102.85 127.85
COMMONWEALTH EDISON (370) 1844110006/AP15 ENERGY - STREET LIGHT 01-530-207	05/12 CK# 86472 01-35-745-207	\$909.08 909.08
COMPASS PLUMBING LLC (2306) 7397 MAINTENANCE SUPPLIES 01-615-331	05/12 CK# 86473 01-20-570-331	\$594.00 594.00
CHRISTOPHER M. DRAKE (489) 2015 UNFRMS UNIFORMS 01-451-345	05/12 CK# 86475 01-30-630-345	\$158.00 158.00
DUPAGE SENIOR CITIZENS COUNCIL (529) 14/15 CONTRIBTN MEALS-ON-WHEELS 01-435-370	05/12 CK# 86476 01-10-475-370	\$1,500.00 1,500.00

## VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE COUNTY CLERK (509)	05/12 CK# 86478	\$10.00
HAHN 2015 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	10.00
DUPAGE MAYORS AND MGRS. CONF. (527)	05/12 CK# 86479	\$40.00
8395 MAR 15 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	40.00
ECO CLEAN MAINTENANCE INC (2385)	05/12 CK# 86480	\$1,449.00
4800/APR15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,449.00
EDMONDS INC (2683)	05/12 CK# 86481	\$852.63
55852 PUBLIC RELATIONS 01-435-365	01-10-475-365	852.63
FALCO'S LANDSCAPING INC (581)	05/12 CK# 86482	\$7,744.48
3226#8 FINAL CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	3,251.21
3226#8 FINAL ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,452.66
3227#8 FINAL ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	2,040.61
FASTSIGNS (588)	05/12 CK# 86483	\$300.00
65-49574 FAMILY SPECIAL EVENT - RACE	01-20-585-154	300.00
4IMPRINT INC (2313)	05/12 CK# 86484	\$989.49
10475967 OPERATING EQUIPMENT 01-451-401	01-30-630-401	989.49
GENE'S TIRE SERVICE (673)	05/12 CK# 86485	\$261.00
113254 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	261.00
GORDON FLESCH (695)	05/12 CK# 86486	\$9.86
1149969 COPY SERVICE 01-420-315	01-10-455-315	9.86
W.W. GRAINGER (1999)	05/12 CK# 86487	\$21.98
9714295186 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	9.78
9726847768 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	12.20
GREEN PROMOTING (2684)	05/12 CK# 86488	\$2,658.84
50142 FAMILY SPECIAL EVENT - RACE	01-20-585-154	2,124.75
50143 FAMILY SPECIAL EVENT - RACE	01-20-585-154	534.09
GREGORY & CATHY AUGSPURGER (1292)	05/12 CK# 86489	\$500.00
REFUND ANNEXATION FEES 01-310-703	01-310-703	500.00
HOME DEPOT CREDIT SERVICES (808)	05/12 CK# 86491	\$785.99
1025227 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	248.70
1030915 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	132.64
4030230 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	129.76
5034760 MAINTENANCE - SALT BINS 01-510-414	01-35-725-414	274.89
ILLINOIS PAPER COMPANY (898)	05/12 CK# 86492	\$172.44
161263 OFFICE SUPPLIES 01-420-301	01-10-455-301	172.44
LAW OFFICE OF J.C. BROIHIER (2386)	05/12 CK# 86493	\$780.00
1534 FEES - VILLAGE ATTORNEY 01-740-239	01-07-435-239	780.00
JSN CONTRACTORS SUPPLY (2526)	05/12 CK# 86494	\$385.50
79089 OPERATING EQUIPMENT 01-540-401	01-35-755-401	268.50
79103 OPERATING EQUIPMENT 01-540-401	01-35-755-401	117.00
KERRY PIPER IRISH PUB (1043)	05/12 CK# 86495	\$170.49
2015 EVENT REIMBURSEMENTS-POLICE SPECIAL DETAI	01-310-915	170.49
KING CAR WASH (1057)	05/12 CK# 86496	\$325.00
60/ APR 15 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00
LAW ENFORCEMENT TARGETS, INC (2685)	05/12 CK# 86497	\$954.12
277508 OPERATING EQUIPMENT 01-451-401	01-30-630-401	954.12

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LEXIS (21)	05/12 CK# 86498	\$124.80
1009688/APR 15 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	124.80
JOSE LOPEZ (2570)	05/12 CK# 86499	\$13.98
15 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	13.98
NICOR GAS (1370)	05/12 CK# 86501	\$843.41
7760 APRIL 15 NICOR GAS (7760) 01-405-235	01-10-466-235	356.58
825 MW APRIL 15 NICOR GAS (825)	01-10-466-237	70.94
835 MW APRIL 15 NICOR GAS (835)	01-10-466-236	176.05
PW APRIL 15 NICOR GAS	01-35-725-415	239.84
ILL. NOTARY DISCOUNT BONDING (861)	05/12 CK# 86502	\$44.90
BIGGS #513 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	44.90
NUTOYS LEISURE PRODUCTS (1400)	05/12 CK# 86503	\$866.80
42678 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	866.80
O'HARE TOWING SERVICE INC (2686)	05/12 CK# 86504	\$360.93
67184-1 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	360.93
OZINGA MATERIALS INC (2687)	05/12 CK# 86505	\$5,797.50
25247 MAINTENANCE - SALT BINS 01-510-414	01-35-725-414	1,800.00
25248 MAINTENANCE - SALT BINS 01-510-414	01-35-725-414	1,812.50
25513 MAINTENANCE - SALT BINS 01-510-414	01-35-725-414	1,285.00
25515 MAINTENANCE - SALT BINS 01-510-414	01-35-725-414	900.00
PCS INDUSTRIES (2676)	05/12 CK# 86506	\$37.90
3715 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	37.90
PETTY CASH C/O TIM HALIK (1492)	05/12 CK# 86507	\$19.54
4/30/15 CASH - OVER OR SHORT 01-420-505	01-10-455-505	-5.46
TEST CC SQUARE SPECIAL EVENTS 01-310-817	01-310-817	10.00
TEST CC SQUARE SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	15.00
THE PILATES BODY INC (2297)	05/12 CK# 86508	\$2,668.50
19558 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	2,668.50
ROBERT PIONKE (2671)	05/12 CK# 86509	\$502.36
2015 RACE FAMILY SPECIAL EVENT - RACE	01-20-585-154	502.36
PRO-TEK LOCK AND SAFE (1547)	05/12 CK# 86510	\$112.30
83313 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	93.00
83334 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	19.30
PROGRESSIVE PRINT (2688)	05/12 CK# 86511	\$312.52
1571 PUBLIC RELATIONS 01-435-365	01-10-475-365	312.52
PUBLIC SAFETY DIRECT INC (2309)	05/12 CK# 86512	\$119.99
27309 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	119.99
RACE TIME INC (2689)	05/12 CK# 86513	\$622.00
4/26/15 FAMILY SPECIAL EVENT - RACE	01-20-585-154	622.00
RAY O'HERRON CO., INC. (1594)	05/12 CK# 86514	\$5,319.67
1514079 AMMUNITION 01-451-346	01-30-630-346	630.00
1522689 OPERATING EQUIPMENT 01-451-401	01-30-630-401	168.17
1523328 OPERATING EQUIPMENT 01-451-401	01-30-630-401	181.50
1523683 AMMUNITION 01-451-346	01-30-630-346	1,350.00
1523684 AMMUNITION 01-451-346	01-30-630-346	1,500.00
1523686 AMMUNITION 01-451-346	01-30-630-346	1,490.00
ROBERT WHITE CONSTRUCTION (2579)	05/12 CK# 86515	\$3,153.30
1121 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,353.30

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
1124 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,800.00
ROYAL PIPE & SUPPLY CO (2539)	05/12 CK# 86516	\$849.44
S1381516.001 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	849.44
RUTLEDGE PRINTING CO. (1648)	05/12 CK# 86517	\$576.50
124885 OPERATING EQUIPMENT 01-451-401	01-30-630-401	576.50
SERVICE SANITATION INC (1697)	05/12 CK# 86518	\$470.00
6973644 FAMILY SPECIAL EVENT - RACE	01-20-585-154	470.00
SHELL OIL COMPANY (1706)	05/12 CK# 86519	\$1,134.64
65199309504 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	1,134.64
SIKICH LLP (1722)	05/12 CK# 86520	\$9,673.00
213434/MAR 15 FINANCIAL SERVICES 01-25-620-252	01-25-620-252	9,673.00
SPRINT (1357)	05/12 CK# 86521	\$37.99
952377363APR15 PHONE - TELEPHONES 01-451-201	01-30-630-201	37.99
STAPLES (1767)	05/12 CK# 86522	\$268.16
1700422 OFFICE SUPPLIES 01-451-301	01-30-630-301	51.80
8032843694 OFFICE SUPPLIES 01-451-301	01-30-630-301	98.16
8034030599 OFFICE SUPPLIES 01-501-301	01-35-710-301	90.44
8034030599 OFFICE SUPPLIES 01-551-301	01-40-810-301	27.76
T.P.I. (1886)	05/12 CK# 86524	\$6,844.50
2015-04 APR15 REIMB	01-40-820-258	2,491.50
2015-04 APR15 PART TIME INSPECTOR 01-565-109	01-40-830-109	3,318.00
2015-04 APR15 REIMB.	01-40-830-115	1,035.00
TAMELING GRADING (1836)	05/12 CK# 86525	\$3,112.75
TG5 APR 15 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	208.75
TG5 APR 15 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,925.00
TG5 APR 15 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	979.00
TAMELING INDUSTRIES (1844)	05/12 CK# 86526	\$1,267.51
100627 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	857.16
100963 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	410.35
TASER INTERNATIONAL (1845)	05/12 CK# 86527	\$1,285.75
SI1397736 OPERATING EQUIPMENT 01-451-401	01-30-630-401	1,285.75
THOMPSON ELEV. INSPECT. SERVICE (1873)	05/12 CK# 86528	\$758.00
15-1300 REIMB.	01-40-830-117	100.00
15-1333 REIMB.	01-40-830-117	100.00
15-1376 REIMB.	01-40-830-117	100.00
15-1385 REIMB.	01-40-830-117	415.00
15-1417 REIMB.	01-40-830-117	43.00
TOM & JERRY'S SHELL SERVICES (1883)	05/12 CK# 86529	\$1,031.91
1695/APR 15 GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	780.11
1695/APR 15 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	251.80
TREASURER STATE OF ILLINOIS (874)	05/12 CK# 86530	\$1,524.75
42648JAN/MAR15 MAINT TRAFFIC SIGNALS 01-530-224	01-35-745-224	1,524.75
TRITON ELECTRONICS INC (2374)	05/12 CK# 86531	\$424.00
7242 OPERATING EQUIPMENT 01-451-401	01-30-630-401	424.00
TRUGREEN (2542)	05/12 CK# 86532	\$3,830.00
1300548824 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,282.00
714610935 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,548.00

RUN DATE: 05/06/15

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR APRIL, 2015

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RUN TIME: 02:30PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
UNIFIRST (1926)	05/12 CK# 86533	\$186.45
0610901710 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
WAREHOUSE DIRECT (2002)	05/12 CK# 86535	\$469.78
2674841-0 OFFICE SUPPLIES - 01-451-301	01-30-630-301	26.18
2674841-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	267.60
2677692-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	176.00
WESTOWN AUTO SUPPLY COMPANY (2026)	05/12 CK# 86536	\$152.06
63301 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	143.80
63309 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	8.26
WILLOWBROOK FORD INC. (2056)	05/12 CK# 86538	\$42.95
6184869/2 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	42.95
THE YOGA TEACHERS' GROUP INC (2109)	05/12 CK# 86539	\$1,092.00
3/30/15-5/7/15 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	1,092.00
TOTAL GENERAL CORPORATE FUND		\$104,744.29

VILLAGE OF WILLOWBROOK

RUN DATE: 05/06/15

BILLS PAID REPORT FOR APRIL, 2015

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RUN TIME: 02:30PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333) 121891 FEES - ENGINEERING 02-405-245	05/12 CK# 86469 02-50-405-245	\$1,077.58 1,077.58
DAVID HARRISON (2009) WR 04/29/15 OVER PAYMENT SENT TO CUSTOMER-DM HARRISON, DAVID UT# 253005.000	05/12 CK# 86474 02-280-133	\$354.36 354.36
H-B-K WATER METER SERVICE (739) 15-234 MAINTENANCE - METER EQUIPMENT 02-435-463 15-244 MAINTENANCE - METER EQUIPMENT 02-435-463	05/12 CK# 86490 02-50-435-463 02-50-435-463	\$1,020.00 510.00 510.00
METROPOLITAN INDUSTRIES INC (1248) 297002 EDP EQUIPMENT MAINTENANCE 02-417-263	05/12 CK# 86500 02-50-417-263	\$345.00 345.00
ROBERT WHITE CONSTRUCTION (2579) 1122 WATER DISTRIBUTION REPAIR-MAINTENAN 1123 WATER DISTRIBUTION REPAIR-MAINTENAN	05/12 CK# 86515 02-50-430-277 02-50-430-277	\$3,958.70 2,169.06 1,789.64
SUNSET SEWER & WATER (2276) 2015-118 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694 2015-119 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	05/12 CK# 86523 02-50-440-694 02-50-440-694	\$2,579.69 1,069.65 1,510.04
TAMELING GRADING (1836) TG5 APR 15 WATER DISTRIBUTION REPAIR-MAINTENAN TG5 APR 15 LANDSCAPE - OTHER 02-430-299	05/12 CK# 86525 02-50-430-277 02-50-430-299	\$2,628.50 1,578.50 1,050.00
VERIZON WIRELESS (1972) 9744233148 PHONE - TELEPHONES 02-401-201	05/12 CK# 86534 02-50-401-201	\$75.10 75.10
ZIEBELL WATER SERVICE PRODUCTS (2118) 228820 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	05/12 CK# 86540 02-50-430-476	\$22.84 22.84
TOTAL WATER FUND		\$12,061.77

VILLAGE OF WILLOWBROOK

RUN DATE: 05/06/15

BILLS PAID REPORT FOR APRIL, 2015

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RUN TIME: 02:30PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	05/12 CK# 86477	\$500.00
2392 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	500.00
TOTAL HOTEL/MOTEL TAX FUND		\$500.00

VILLAGE OF WILLOWBROOK

RUN DATE: 05/06/15

BILLS PAID REPORT FOR APRIL, 2015

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RUN TIME: 02:30PM

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLIAMS ARCHITECTS (2051)	05/12 CK# 86537	\$118.03
16361 POLICE DEPT REMODEL (7760 QUINCY)	14-75-930-411	118.03
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$118.03

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2015

RUN DATE: 05/06/15

SUMMARY ALL FUNDS

RUN TIME: 02:30PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	104,744.29	*
02-110-105	WATER FUND-CHECKING 0010330283	12,061.77	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	500.00	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	118.03	*
TOTAL ALL FUNDS		117,424.09	**

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

7d

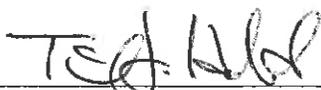
RUN: 05/05/15 4:38PM

SUMMARY OF FUNDS AS OF APRIL 30, 2015

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
<b>GENERAL CORPORATE FUND</b>		<b>\$4,974,593.23</b>
CHECKING	\$-93,625.41	
MONEY MARKET	4,464,019.73	
PETTY CASH	1,230.00	
SAVINGS	602,968.91	
TOTAL	\$4,974,593.23	
<b>WATER FUND</b>		<b>\$626,184.42</b>
CHECKING	\$-8,058.91	
MONEY MARKET	634,243.33	
TOTAL	\$626,184.42	
<b>HOTEL/MOTEL TAX FUND</b>		<b>\$8,998.82</b>
CHECKING	\$-500.00	
MONEY MARKET	9,498.82	
TOTAL	\$8,998.82	
<b>MOTOR FUEL TAX FUND</b>		<b>\$387,738.76</b>
MONEY MARKET	\$387,738.76	
<b>T I F SPECIAL REVENUE FUND</b>		<b>\$0.00</b>
<b>SSA ONE BOND &amp; INTEREST FUND</b>		<b>\$1,829.95</b>
MONEY MARKET	\$1,829.95	
<b>POLICE PENSION FUND</b>		<b>\$19,170,435.62</b>
AGENCY CERTIFICATES	\$3,327,008.09	
CORPORATE BONDS	3,291,087.10	
EQUITIES	3,735,536.61	
MUNICIPAL BONDS	825,512.95	
MUTUAL FUNDS	5,607,293.65	
MONEY MARKET	672,211.91	
MARKET VALUE	1,518,714.77	
TREASURY NOTES	193,070.54	
TOTAL	\$19,170,435.62	
<b>SSA ONE PROJECT FUND</b>		<b>\$0.00</b>
<b>WATER CAPITAL IMPROVEMENTS FUND</b>		<b>\$700,518.06</b>
MONEY MARKET	\$700,518.06	
<b>CAPITAL PROJECT FUND</b>		<b>\$100,488.54</b>
MONEY MARKET	\$100,488.54	
<b>DEBT SERVICE FUND</b>		<b>\$129.52</b>
MONEY MARKET	\$129.52	
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>		<b>\$3,433,842.39</b>
CHECKING	\$-118.03	
MONEY MARKET	3,433,960.42	
TOTAL	\$3,433,842.39	
<b>TOTAL MONIES</b>		<b>\$29,404,759.31</b>

RESPECTFULLY SUBMITTED THIS 30TH DAY OF APRIL, 2015



TIM HALIK, VILLAGE ADMINISTRATOR

FRANK A. TRILLA, MAYOR

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

RUN: 05/05/15 4:38PM

DETAILED SUMMARY OF FUNDS AS OF APRIL 30, 2015

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$4,972,434.21
AS PER SUMMARY, APRIL, 2015	\$4,974,593.23	
DUE TO/FROM WATER FUND	3,050.33	
DUE TO/FROM HOTEL/MOTEL TAX FUND	8.80	
DUE TO/FROM LAND ACQUISITION	-5,218.15	
	\$4,972,434.21	
WATER FUND		\$623,134.09
AS PER SUMMARY, APRIL, 2015	\$626,184.42	
DUE TO/FROM GENERAL FUND	-3,050.33	
	\$623,134.09	
HOTEL/MOTEL TAX FUND		\$8,990.02
AS PER SUMMARY, APRIL, 2015	\$8,998.82	
DUE TO/FROM GENERAL FUND	-8.80	
	\$8,990.02	
MOTOR FUEL TAX FUND		\$387,738.76
AS PER SUMMARY, APRIL, 2015	\$387,738.76	
SSA ONE BOND & INTEREST FUND		\$1,829.95
AS PER SUMMARY, APRIL, 2015	\$1,829.95	
POLICE PENSION FUND		\$19,170,435.62
AS PER SUMMARY, APRIL, 2015	\$19,170,435.62	
WATER CAPITAL IMPROVEMENTS FUND		\$700,518.06
AS PER SUMMARY, APRIL, 2015	\$700,518.06	
CAPITAL PROJECT FUND		\$100,488.54
AS PER SUMMARY, APRIL, 2015	\$100,488.54	
DEBT SERVICE FUND		\$129.52
AS PER SUMMARY, APRIL, 2015	\$129.52	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$3,439,060.54
AS PER SUMMARY, APRIL, 2015	\$3,433,842.39	
DUE TO/FROM GENERAL FUND	5,218.15	
	\$3,439,060.54	
TOTAL MONIES		\$29,404,759.31

\$770,308.07 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 05/05/15 4:38PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2015

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	MATURE DATE
<b>GENERAL CORPORATE FUND</b>							
01-110-105	COMMUNITY BANK OF WB				-93,625.41	CK	N/A
					TOTAL CHECKING		\$-93,625.41
01-110-325	COMMUNITY BANK OF WB	MONEY MARKET		0.10%	9,719.29	MM	N/A
01-110-323	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,946.63	MM	N/A
01-110-380	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	91,920.27	MM	N/A
01-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	4,061,404.85	MM	N/A
01-120-155	IMET	20321-101		0.33%	28.69	MM	N/A
					TOTAL MONEY MARKET		\$4,464,019.73
01-110-913	POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911	VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
					TOTAL PETTY CASH		\$1,230.00
01-110-332	COMMUNITY BANK OF WB	SAVINGS			15,626.52	SV	N/A
01-110-257	COMMUNITY BANK OF WB	SAVINGS			578,862.79	SV	N/A
01-110-385	COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335	U.S. BANK	LOCKBOX			8,225.00	SV	N/A
					TOTAL SAVINGS		\$602,968.91
					TOTAL GENERAL CORPORATE FUND		\$4,974,593.23
					AVERAGE ANNUAL YIELD		0.02%
<b>WATER FUND</b>							
02-110-105	COMMUNITY BANK OF WB				-8,058.91	CK	N/A
					TOTAL CHECKING		\$-8,058.91
02-110-209	COMMUNITY BANK OF WB	MONEY MARKET		0.25%	630,323.89	MM	N/A
02-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.44	MM	N/A
					TOTAL MONEY MARKET		\$634,243.33
					TOTAL WATER FUND		\$626,184.42
					AVERAGE ANNUAL YIELD		0.25%
<b>HOTEL/MOTEL TAX FUND</b>							
03-110-105	COMMUNITY BANK OF WB				-500.00	CK	N/A
					TOTAL CHECKING		\$-500.00
03-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	9,498.82	MM	N/A
					TOTAL MONEY MARKET		\$9,498.82
					TOTAL HOTEL/MOTEL TAX FUND		\$8,998.82
					AVERAGE ANNUAL YIELD		0.01%

VILLAGE OF WILLOWBROOK

RUN: 05/05/15 4:38PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2015

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
<b>MOTOR FUEL TAX FUND</b>							
04-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	387,738.76	MM	N/A
		TOTAL MONEY MARKET			\$387,738.76		
		TOTAL MOTOR FUEL TAX FUND			\$387,738.76		
		AVERAGE ANNUAL YIELD		0.01%			
<b>SSA ONE BOND &amp; INTEREST FUND</b>							
06-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	1,829.95	MM	N/A
		TOTAL MONEY MARKET			\$1,829.95		
		TOTAL SSA ONE BOND & INTEREST FUND			\$1,829.95		
		AVERAGE ANNUAL YIELD		0.01%			
<b>POLICE PENSION FUND</b>							
07-120-260	MBFINANCIAL BANK	FMNA, GNMA FHLI			3,327,008.09	AC	N/A
		TOTAL AGENCY CERTIFICATES			\$3,327,008.09		
07-120-288	MBFINANCIAL BANK	CORP BONDS			3,291,087.10	CB	N/A
		TOTAL CORPORATE BONDS			\$3,291,087.10		
07-120-289	MBFINANCIAL BANK	EQUITIES			3,735,536.61	EQ	N/A
		TOTAL EQUITIES			\$3,735,536.61		
07-120-270	MBFINANCIAL BANK	MUNICIPAL BOND:			825,512.95	MB	N/A
		TOTAL MUNICIPAL BONDS			\$825,512.95		
07-120-290	MBFINANCIAL BANK	MUTUAL FUND			5,607,293.65	MF	N/A
		TOTAL MUTUAL FUNDS			\$5,607,293.65		
07-110-202	COMMUNITY BANK OF WB	MONEY MARKET		0.15%	29,087.78	MM	N/A
07-110-335	MBFINANCIAL BANK	MONEY MARKET		0.15%	643,124.13	MM	N/A
		TOTAL MONEY MARKET			\$672,211.91		
07-120-900	MARKET VALUE CONTRA	MARKET VALUE			1,518,714.77	MV	N/A
		TOTAL MARKET VALUE			\$1,518,714.77		
07-120-250	MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
		TOTAL TREASURY NOTES			\$193,070.54		
		TOTAL POLICE PENSION FUND			\$19,170,435.62		
		AVERAGE ANNUAL YIELD		0.15%			
<b>WATER CAPITAL IMPROVEMENTS FUND</b>							
09-110-322	ILLINOIS FUNDS	MONEY MARKET		0.03%	340,518.06	MM	N/A
09-110-110	ILLINOIS FUNDS	MONEY MARKET		0.01%	360,000.00	MM	N/A
		TOTAL MONEY MARKET			\$700,518.06		

VILLAGE OF WILLOWBROOK

RUN: 05/05/15 4:38PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF APRIL 30, 2015

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ACCOUNT NUMBER ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	MATURE DATE
<b>TOTAL WATER CAPITAL IMPROVEMENTS FUND</b>					\$700,518.06		
AVERAGE ANNUAL YIELD					0.02%		
<b>CAPITAL PROJECT FUND</b>							
10-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	100,488.54	MM	N/A
TOTAL MONEY MARKET					\$100,488.54		
TOTAL CAPITAL PROJECT FUND					\$100,488.54		
AVERAGE ANNUAL YIELD					0.01%		
<b>DEBT SERVICE FUND</b>							
11-110-110	ILLINOIS FUNDS	MONEY MARKET		0.01%	129.52	MM	N/A
TOTAL MONEY MARKET					\$129.52		
TOTAL DEBT SERVICE FUND					\$129.52		
AVERAGE ANNUAL YIELD					0.01%		
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>							
14-110-105	COMMUNITY BANK OF WB				-118.03	CK	N/A
TOTAL CHECKING					\$-118.03		
14-110-322	ILLINOIS FUNDS	MONEY MARKET		0.01%	293,960.42	MM	N/A
14-110-110	ILLINOIS FUNDS	MONEY MARKET		0.01%	3,140,000.00	MM	N/A
TOTAL MONEY MARKET					\$3,433,960.42		
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND					\$3,433,842.39		
AVERAGE ANNUAL YIELD					0.01%		

GRAND TOTAL INVESTED

\$29,404,759.31

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MF	MUTUAL FUNDS
CB	CORPORATE BONDS	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
EQ	EQUITIES	SV	SAVINGS
MB	MUNICIPAL BONDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY FUND (SUMMARY) APRIL 30, 2015

RUN: 05/05/15 4:38PM

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FUND	INVESTMENTS
GENERAL CORPORATE FUND	4,974,593.23
WATER FUND	626,184.42
HOTEL/MOTEL TAX FUND	8,998.82
MOTOR FUEL TAX FUND	387,738.76
SSA ONE BOND & INTEREST FUND	1,829.95
POLICE PENSION FUND	19,170,435.62
WATER CAPITAL IMPROVEMENTS FUND	700,518.06
CAPITAL PROJECT FUND	100,488.54
DEBT SERVICE FUND	129.52
LAND FUND	3,433,842.39
TOTAL INVESTED (ALL FUNDS):	\$29,404,759.31

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY TYPE (SUMMARY) APRIL 30, 2015

RUN: 05/05/15 4:38PM

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TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES			3,327,008.09	3,327,008.09
CORPORATE BONDS			3,291,087.10	3,291,087.10
CHECKING			-102,302.35	-102,302.35
EQUITIES			3,735,536.61	3,735,536.61
MUNICIPAL BONDS			825,512.95	825,512.95
MUTUAL FUNDS			5,607,293.65	5,607,293.65
MONEY MARKET	10,404,639.04	0.04 %		10,404,639.04
MARKET VALUE			1,518,714.77	1,518,714.77
PETTY CASH			1,230.00	1,230.00
SAVINGS	254.60	0.25 %	602,714.31	602,968.91
TREASURY NOTES			193,070.54	193,070.54
 TOTAL ALL FUNDS	 \$10,404,893.64		 \$18,999,865.67	 \$29,404,759.31

VILLAGE OF WILLOWBROOK

RUN: 05/05/15 4:38PM

INVESTMENT SUMMARY BY INSTITUTION AS OF APRIL 30, 2015

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INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	1,525,351.64	29,087.78	1,554,439.42
ILLINOIS FUNDS	8,699,488.36		8,699,488.36
IMET	28.69		28.69
MARKET VALUE CONTRA		1,518,714.77	1,518,714.77
MBFINANCIAL BANK		17,622,633.07	17,622,633.07
POLICE CADETS	280.00		280.00
U.S. BANK	8,225.00		8,225.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$10,234,323.69	\$19,170,435.62	\$29,404,759.31

VILLAGE OF WILLOWBROOK

RUN: 05/05/15 4:38PM

INVESTMENTS BY INSTITUTION AS OF APRIL 30, 2015

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-105		COMMUNITY BANK OF WB				-93,625.41	CK	N/A
02-110-105		COMMUNITY BANK OF WB				-8,058.91	CK	N/A
03-110-105		COMMUNITY BANK OF WB				-500.00	CK	N/A
14-110-105		COMMUNITY BANK OF WB				-118.03	CK	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,946.63	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	9,719.29	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	91,920.27	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	630,323.89	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	29,087.78	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			578,862.79	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,626.52	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
		TOTAL INVESTED				\$1,554,439.42		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,061,404.85	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.44	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	9,498.82	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	387,738.76	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,829.95	MM	N/A
09-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	360,000.00	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	340,518.06	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	100,488.54	MM	N/A
11-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	129.52	MM	N/A
14-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,140,000.00	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	293,960.42	MM	N/A
		TOTAL INVESTED				\$8,699,488.36		
01-120-155		IMET	20321-101		0.33%	28.69	MM	N/A
07-120-900		MARKET VALUE CONTRA	MARKET VALUE			1,518,714.77	MV	N/A
07-120-260		MBFINANCIAL BANK	FMNA, GNMA FHLI			3,327,008.09	AC	N/A
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,291,087.10	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			3,735,536.61	EQ	N/A
07-120-270		MBFINANCIAL BANK	MUNICIPAL BOND			825,512.95	MB	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,607,293.65	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	643,124.13	MM	N/A
07-120-250		MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
		TOTAL INVESTED				\$17,622,633.07		
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-335		U.S. BANK	LOCKBOX			8,225.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$29,404,759.31		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF APRIL 30, 2015

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-260		MBFINANCIAL BANK	FMNA, GNMA FHLI			3,327,008.09	AC	N/A
		TOTAL INVESTED				\$3,327,008.09		
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,291,087.10	CB	N/A
01-110-105		COMMUNITY BANK OF WB				-93,625.41	CK	N/A
02-110-105		COMMUNITY BANK OF WB				-8,058.91	CK	N/A
03-110-105		COMMUNITY BANK OF WB				-500.00	CK	N/A
14-110-105		COMMUNITY BANK OF WB				-118.03	CK	N/A
		TOTAL INVESTED				\$-102,302.35		
07-120-289		MBFINANCIAL BANK	EQUITIES			3,735,536.61	EQ	N/A
07-120-270		MBFINANCIAL BANK	MUNICIPAL BOND			825,512.95	MB	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,607,293.65	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,946.63	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	9,719.29	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	91,920.27	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	630,323.89	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	29,087.78	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,061,404.85	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.44	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	9,498.82	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	387,738.76	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,829.95	MM	N/A
09-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	360,000.00	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	340,518.06	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	100,488.54	MM	N/A
11-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	129.52	MM	N/A
14-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,140,000.00	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	293,960.42	MM	N/A
01-120-155		IMET	20321-101		0.33%	28.69	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	643,124.13	MM	N/A
		TOTAL INVESTED				\$10,404,639.04		
07-120-900		MARKET VALUE CONTRA	MARKET VALUE			1,518,714.77	MV	N/A
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		TOTAL INVESTED				\$1,230.00		
01-110-257		COMMUNITY BANK OF WB	SAVINGS			578,862.79	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,626.52	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			8,225.00	SV	N/A
		TOTAL INVESTED				\$602,968.91		
07-120-250		MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY TYPE AND MATURITY DATE AS OF APRIL 30, 2015

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GRAND TOTAL INVESTED						\$29,404,759.31		

VILLAGE OF WILLOWBROOK

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INVESTMENTS BY MATURITY DATE AND TYPE AS OF APRIL 30, 2015

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ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-260		MBFINANCIAL BANK	FMNA, GNMA FHLI			3,327,008.09	AC	N/A
07-120-288		MBFINANCIAL BANK	CORP BONDS			3,291,087.10	CB	N/A
01-110-105		COMMUNITY BANK OF WB				-93,625.41	CK	N/A
02-110-105		COMMUNITY BANK OF WB				-8,058.91	CK	N/A
03-110-105		COMMUNITY BANK OF WB				-500.00	CK	N/A
14-110-105		COMMUNITY BANK OF WB				-118.03	CK	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			3,735,536.61	EQ	N/A
07-120-270		MBFINANCIAL BANK	MUNICIPAL BOND:			825,512.95	MB	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,607,293.65	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	300,946.63	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.10%	9,719.29	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	91,920.27	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	630,323.89	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.15%	29,087.78	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	4,061,404.85	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,919.44	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	9,498.82	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	387,738.76	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	1,829.95	MM	N/A
09-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	360,000.00	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.03%	340,518.06	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	100,488.54	MM	N/A
11-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	129.52	MM	N/A
14-110-110		ILLINOIS FUNDS	MONEY MARKET		0.01%	3,140,000.00	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.01%	293,960.42	MM	N/A
01-120-155		IMET	20321-101		0.33%	28.69	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	643,124.13	MM	N/A
07-120-900		MARKET VALUE CONTRA	MARKET VALUE			1,518,714.77	MV	N/A
01-110-913		POLICE CADETS	PETTY CASH			280.00	PC	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			578,862.79	SV	N/A
01-110-332		COMMUNITY BANK OF WB	SAVINGS			15,626.52	SV	N/A
01-110-385		COMMUNITY BANK OF WB	SAVINGS		0.25%	254.60	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			8,225.00	SV	N/A
07-120-250		MBFINANCIAL BANK	NOTES, STRIPS E			193,070.54	TN	N/A
		TOTAL INVESTED				\$29,404,759.31		
		GRAND TOTAL INVESTED				\$29,404,759.31		

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2015

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	204.52	170,631.20	166,135.00	102.71	-4,496.20
01-1110	Other Taxes	511,840.35	6,312,936.86	6,061,113.00	104.15	-251,823.86
01-1120	Licenses	0.00	157,012.00	136,750.00	114.82	-20,262.00
01-1130	Permits	20,097.94	363,661.36	180,400.00	201.59	-183,261.36
01-1140	Fines	46,281.62	794,391.79	685,000.00	115.97	-109,391.79
01-1150	Transfers-Other Funds	43,312.75	486,753.00	433,753.00	112.22	-53,000.00
01-1160	Charges & Fees	57,957.36	265,495.13	36,250.00	732.40	-229,245.13
01-1170	Park & Recreation Revenue	7,259.60	73,173.39	66,422.00	110.16	-6,751.39
01-1180	Other Revenue	29,979.22	368,563.57	330,850.00	111.40	-37,713.57
**TOTAL	Operating Revenue	716,933.36	8,992,618.30	8,096,673.00	111.07	-895,945.30
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	162.48	-692.17	750.00	-92.29	1,442.17
**TOTAL	Non-Operating Revenue	162.48	-692.17	750.00	-92.29	1,442.17
***TOTAL	GENERAL CORPORATE FUND	717,095.84	8,991,926.13	8,097,423.00	111.05	-894,503.13

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2015

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	240,732.98	3,007,025.04	3,490,247.00	86.16	483,221.96
**TOTAL	Operating Revenue	240,732.98	3,007,025.04	3,490,247.00	86.16	483,221.96
<u>Non-Operating Revenue</u>						
02-3100	Other Income	0.00	1,051.33	750.00	140.18	-301.33
02-3200	Charges & Fees	1,600.00	4,000.00	3,000.00	133.33	-1,000.00
**TOTAL	Non-Operating Revenue	1,600.00	5,051.33	3,750.00	134.70	-1,301.33
***TOTAL	WATER FUND	242,332.98	3,012,076.37	3,493,997.00	86.21	481,920.63
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	3,179.37	48,699.12	60,027.00	81.13	11,327.88
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	3,179.37	48,699.12	60,027.00	81.13	11,327.88
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.00	0.85	0.00	0.00	-0.85
**TOTAL	Non-Operating Revenue	0.00	0.85	0.00	0.00	-0.85
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	3,179.37	48,699.97	60,027.00	81.13	11,327.03
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	7,870.60	283,054.37	241,766.00	117.08	-41,288.37
**TOTAL	Operating Revenue	7,870.60	283,054.37	241,766.00	117.08	-41,288.37
<u>Non-Operating Revenue</u>						
04-3100	Other Income	0.00	42.77	50.00	85.54	7.23
**TOTAL	Non-Operating Revenue	0.00	42.77	50.00	85.54	7.23
***TOTAL	MOTOR FUEL TAX FUND	7,870.60	283,097.14	241,816.00	117.07	-41,281.14

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 100

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REVENUE REPORT FOR APRIL, 2015

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	0.00	825,750.80	800,000.00	103.22	-25,750.80
**TOTAL	Operating Revenue	0.00	825,750.80	800,000.00	103.22	-25,750.80
<u>Non-Operating Revenue</u>						
05-3100	Other Income	9.61	69.02	50.00	138.04	-19.02
**TOTAL	Non-Operating Revenue	9.61	69.02	50.00	138.04	-19.02
***TOTAL	T I F SPECIAL REVENUE FUND	9.61	825,819.82	800,050.00	103.22	-25,769.82
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	320,905.29	319,440.00	100.46	-1,465.29
**TOTAL	Operating Revenue	0.00	320,905.29	319,440.00	100.46	-1,465.29
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.00	5.61	10.00	56.10	4.39
**TOTAL	Non-Operating Revenue	0.00	5.61	10.00	56.10	4.39
***TOTAL	SSA ONE BOND FUND	0.00	320,910.90	319,450.00	100.46	-1,460.90
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	39,993.46	519,914.98	519,915.00	100.00	0.02
07-1180	Other Revenue	15,000.46	199,521.68	199,762.00	99.88	240.32
**TOTAL	Operating Revenue	54,993.92	719,436.66	719,677.00	99.97	240.34
<u>Non-Operating Revenue</u>						
07-3100	Other Income	0.00	1,137,994.66	500,000.00	227.60	-637,994.66
**TOTAL	Non-Operating Revenue	0.00	1,137,994.66	500,000.00	227.60	-637,994.66
***TOTAL	POLICE PENSION FUND	54,993.92	1,857,431.32	1,219,677.00	152.29	-637,754.32
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 100

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REVENUE REPORT FOR APRIL, 2015

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
08-3000	Non-Operating Revenue	0.00	-1.24	0.00	0.00	1.24
**TOTAL	Non-Operating Revenue	0.00	-1.24	0.00	0.00	1.24
***TOTAL	SSA ONE PROJECT FUND	0.00	-1.24	0.00	0.00	1.24
 <u>WATER CAPITAL IMPROVEMENTS FUND</u>						
<u>Operating Revenue</u>						
09-1000	Operating Revenue	0.00	70,000.00	70,000.00	100.00	0.00
**TOTAL	Operating Revenue	0.00	70,000.00	70,000.00	100.00	0.00
 <u>Non-Operating Revenue</u>						
09-3000	Non-Operating Revenue	360,000.00	360,059.14	100.00	360,059.14	-359,959.14
**TOTAL	Non-Operating Revenue	360,000.00	360,059.14	100.00	360,059.14	-359,959.14
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	360,000.00	430,059.14	70,100.00	613.49	-359,959.14
 <u>CAPITAL PROJECT FUND</u>						
<u>UNKNOWN SUBJECT # 0000</u>						
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
 <u>Operating Revenue</u>						
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
 <u>Non-Operating Revenue</u>						
10-3000	Non-Operating Revenue	0.00	10.42	10.00	104.20	-0.42
**TOTAL	Non-Operating Revenue	0.00	10.42	10.00	104.20	-0.42
***TOTAL	CAPITAL PROJECT FUND	0.00	10.42	10.00	104.20	-0.42
 <u>DEBT SERVICE FUND</u>						
<u>Operating Revenue</u>						
11-1180	Other Revenue	1,587,408.00	1,587,408.00	0.00	0.00	-1,587,408.00
**TOTAL	Operating Revenue	1,587,408.00	1,587,408.00	0.00	0.00	-1,587,408.00

VILLAGE OF WILLOWBROOK

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REVENUE REPORT FOR APRIL, 2015

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ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>Non-Operating Revenue</u>						
11-3000	Non-Operating Revenue	0.00	156,955.00	156,956.00	100.00	1.00
**TOTAL	Non-Operating Revenue	0.00	156,955.00	156,956.00	100.00	1.00
***TOTAL	DEBT SERVICE FUND	1,587,408.00	1,744,363.00	156,956.00	1,111.37	-1,587,407.00
 <u>LAND - FACILITY EXPANSION &amp; RENOVATION F</u>						
<u>Non-Operating Revenue</u>						
14-3000	Non-Operating Revenue	3,038,900.00	3,866,955.59	700,250.00	552.23	-3,166,705.59
**TOTAL	Non-Operating Revenue	3,038,900.00	3,866,955.59	700,250.00	552.23	-3,166,705.59
***TOTAL	LAND - FACILITY EXPANSION & RENOVATI	3,038,900.00	3,866,955.59	700,250.00	552.23	-3,166,705.59
 <u>FUND SUMMARY</u>						
1	GENERAL CORPORATE	717,095.84	8,991,926.13	8,097,423.00	111.05	-894,503.13
2	WATER	242,332.98	3,012,076.37	3,493,997.00	86.21	481,920.63
3	HOTEL/MOTEL TAX	3,179.37	48,699.97	60,027.00	81.13	11,327.03
4	MOTOR FUEL TAX	7,870.60	283,097.14	241,816.00	117.07	-41,281.14
5	T I F SPECIAL REVENUE	9.61	825,819.82	800,050.00	103.22	-25,769.82
6	SSA ONE BOND & INTEREST	0.00	320,910.90	319,450.00	100.46	-1,460.90
7	POLICE PENSION	54,993.92	1,857,431.32	1,219,677.00	152.29	-637,754.32
8	SSA ONE PROJECT	0.00	-1.24	0.00	0.00	1.24
9	WATER CAPITAL IMPROVEMENTS	360,000.00	430,059.14	70,100.00	613.49	-359,959.14
10	CAPITAL PROJECT	0.00	10.42	10.00	104.20	-0.42
11	DEBT SERVICE	1,587,408.00	1,744,363.00	156,956.00	1,111.37	-1,587,407.00
14	LAND ACQUISITION, FACILITY EXPANSION	3,038,900.00	3,866,955.59	700,250.00	552.23	-3,166,705.59
	TOTALS ALL FUNDS	6,011,790.32	21,381,348.56	15,159,756.00	141.04	-6,221,592.56

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD &amp; CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	4,409.80	57,164.68	93.75	60,977.30	3,812.62	46.87	121,954.60
01-05-420-3	COMMUNITY RELATIONS	0.00	32.32	6.46	500.00	467.68	3.23	1,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	4,409.80	57,197.00	93.04	61,477.30	4,280.30	46.52	122,954.60
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	55.10	877.41	6.78	12,950.00	12,072.59	3.39	25,900.00
01-07-440-5	OTHER	0.00	6,183.50	68.71	9,000.00	2,816.50	34.35	18,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	55.10	7,060.91	32.17	21,950.00	14,889.09	16.08	43,900.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	26,003.53	752,816.45	102.39	735,209.89	-17,606.56	51.20	1,470,419.78
01-10-460-3	DATA PROCESSING	127.05	5,684.05	68.48	8,300.00	2,615.95	34.24	16,600.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	8,013.10	57,135.96	64.33	88,823.00	31,687.04	32.16	177,646.00
01-10-470-2	LEGAL SERVICES	4,280.35	62,823.63	57.11	110,000.00	47,176.37	28.56	220,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-475-3	COMMUNITY RELATIONS	755.00	4,118.30	44.70	9,213.00	5,094.70	22.35	18,426.00
01-10-480-2	RISK MANAGEMENT	8,725.00	236,296.98	98.19	240,665.00	4,368.02	49.09	481,330.00
01-10-485-6	CAPITAL IMPROVEMENTS	0.00	24,523.20	73.95	33,162.00	8,638.80	36.97	66,324.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	47,904.03	1,143,398.57	93.31	1,225,372.89	81,974.32	46.66	2,450,745.78
<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	3,629.36	47,601.37	60.68	78,441.79	30,840.42	30.34	156,883.58
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,000.00	2,000.00	0.00	4,000.00
01-15-520-2	ENGINEERING	356.16	105,446.91	116.00	90,900.00	-14,546.91	58.00	181,800.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	496.37	100.07	496.00	-0.37	50.04	992.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	3,985.52	153,544.65	88.07	174,337.79	20,793.14	44.04	348,675.58
<u>PARKS &amp; RECREATION DEPT</u>								
01-20-550-1	ADMINISTRATION	3,632.03	58,943.16	111.49	52,870.63	-6,072.53	55.74	105,741.25
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	136.30	34.08	400.00	263.70	17.04	800.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	2,998.10	46,199.30	55.80	82,799.00	36,599.70	27.90	165,598.00
01-20-570-4	MAINTENANCE	1,457.89	46,227.14	87.32	52,942.00	6,714.86	43.66	105,884.00
01-20-575-5	SUMMER PROGRAM	989.00	22,286.28	105.79	21,066.00	-1,220.28	52.90	42,132.00
01-20-580-5	FALL PROGRAM	0.00	8,907.88	86.75	10,268.00	1,360.12	43.38	20,536.00
01-20-585-5	WINTER PROGRAM	3,046.45	20,234.05	45.33	44,635.00	24,400.95	22.67	89,270.00
01-20-586-1	SPRING PROGRAM	0.00	3,044.15	90.82	3,352.00	307.85	45.41	6,704.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	40,108.69	54.25	73,930.00	33,821.31	27.13	147,860.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	50,379.96	11.93	422,331.00	371,951.04	5.96	844,662.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	12,123.47	296,466.91	38.65	767,093.63	470,626.72	19.32	1,534,187.25
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	10,923.17	135,838.75	95.41	142,368.00	6,529.25	47.71	284,736.00



VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 GENERAL CORPORATE FUND

PRCT. OF YR: 100  
 RUN: 05/05/15 4:00PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	606,622.61	7,811,780.50	90.05	8,674,769.59	862,989.09	45.03	17,349,539.17

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR APRIL, 2015  
WATER FUND

PRCT. OF YR: 100  
RUN: 05/05/15 4:00PM

PAGE: 4

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER DEPARTMENT</u>							
02-50-401-4	ADMINISTRATION	23,422.44	290,379.21	104.20	278,683.53	-11,695.68	52.10	557,367.06
02-50-405-2	ENGINEERING	0.00	6,296.50	244.52	2,575.00	-3,721.50	122.26	5,150.00
02-50-410-5	INTERFUND TRANSFERS	40,312.75	603,979.00	109.03	553,979.00	-50,000.00	54.51	1,107,958.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	230.00	12,584.73	66.32	18,977.00	6,392.27	33.16	37,954.00
02-50-420-5	WATER PRODUCTION	137,949.19	1,432,860.44	88.64	1,616,463.00	183,602.56	44.32	3,232,926.00
02-50-425-4	WATER STORAGE	0.00	10,037.43	109.89	9,134.00	-903.43	54.95	18,268.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	3,676.97	149,975.64	134.06	111,875.00	-38,100.64	67.03	223,750.00
02-50-435-4	METERS & BILLING	36.20	35,664.99	385.15	9,260.00	-26,404.99	192.58	18,520.00
02-50-440-7	CAPITAL IMPROVEMENTS	0.00	18,294.98	60.98	30,000.00	11,705.02	30.49	60,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	205,627.55	2,560,072.92	97.31	2,630,946.53	70,873.61	48.65	5,261,893.06
***TOTAL	WATER FUND	205,627.55	2,560,072.92	97.31	2,630,946.53	70,873.61	48.65	5,261,893.06

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 HOTEL/MOTEL TAX FUND

PRCT. OF YR: 100  
 RUN: 05/05/15 4:00PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	458.80	9,229.09	76.71	12,030.47	2,801.38	38.36	24,060.93
03-53-435-3	PUBLIC RELATIONS & PROMOTION	0.00	30,554.19	65.26	46,817.00	16,262.81	32.63	93,634.00
03-53-436-3	SPECIAL EVENTS	0.00	3,641.37	80.92	4,500.00	858.63	40.46	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	458.80	43,424.65	68.55	63,347.47	19,922.82	34.27	126,694.93
***TOTAL	HOTEL/MOTEL TAX FUND	458.80	43,424.65	68.55	63,347.47	19,922.82	34.27	126,694.93

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 MOTOR FUEL TAX FUND

PRCT. OF YR: 100  
 RUN: 05/05/15 4:00PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	235,745.34	112.26	210,000.00	-25,745.34	56.13	420,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	235,745.34	112.26	210,000.00	-25,745.34	56.13	420,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	235,745.34	112.26	210,000.00	-25,745.34	56.13	420,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 T I F SPECIAL REVENUE FUND

PRCT. OF YR: 100  
 RUN: 05/05/15 4:00PM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	0.00	3,896.00	0.60	645,034.00	641,138.00	0.30	1,290,068.00
05-59-410-5	PRINCIPAL EXPENSE	673,519.93	977,259.93	321.53	303,940.00	-673,319.93	160.77	607,880.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	3,000.00	3,000.00	0.00	6,000.00
***TOTAL	T I F SPECIAL REVENUE FUND	673,519.93	981,155.93	103.07	951,974.00	-29,181.93	51.53	1,903,948.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 SSA ONE BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	319,440.00	100.00	319,440.00	0.00	50.00	638,880.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	319,440.00	100.00	319,440.00	0.00	50.00	638,880.00
***TOTAL	SSA ONE BOND FUND	0.00	319,440.00	100.00	319,440.00	0.00	50.00	638,880.00

PRCT. OF YR: 100  
RUN: 05/05/15

4:00PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR APRIL, 2015  
POLICE PENSION FUND

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	65,292.58	755,975.57	100.98	748,625.00	-7,350.57	50.49	1,497,250.00
***TOTAL	POLICE PENSION FUND	65,292.58	755,975.57	100.98	748,625.00	-7,350.57	50.49	1,497,250.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 SSA ONE PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>BUILDING AND ZONING DEPT</u>								
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>SSA ONE PROJECT</u>								
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-430-4	UNKNOWN FUNCTION # 08430	0.00	43.58	0.00	0.00	-43.58	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA ONE PROJECT	0.00	43.58	0.00	0.00	-43.58	0.00	0.00
***TOTAL	SSA ONE PROJECT FUND	0.00	43.58	0.00	0.00	-43.58	0.00	0.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER CAPITAL IMPROVEMENTS</u>							
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	18,540.00	348,333.38	106.85	326,000.00	-22,333.38	53.43	652,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	18,540.00	348,333.38	106.85	326,000.00	-22,333.38	53.43	652,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	18,540.00	348,333.38	106.85	326,000.00	-22,333.38	53.43	652,000.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>CAPITAL PROJECTS</u>							
10-68-430-5	CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	802.50	107.00	750.00	-52.50	53.50	1,500.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	802.50	107.00	750.00	-52.50	53.50	1,500.00
***TOTAL	CAPITAL PROJECT FUND	0.00	802.50	107.00	750.00	-52.50	53.50	1,500.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 DEBT SERVICE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>2008 BOND FUND</u>							
**TOTAL	2008 BOND FUND	1587408.00	1,744,364.26	1,111.37	156,956.00	-1,587,408.26	555.69	313,912.00
***TOTAL	DEBT SERVICE FUND	1587408.00	1,744,364.26	1,111.37	156,956.00	-1,587,408.26	555.69	313,912.00

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR APRIL, 2015  
 LAND - FACILITY EXPANSION & RENOVATION F

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
14-75-910-4	OTHER EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14-75-920-2	OTHER	0.00	5,844.50	0.00	0.00	-5,844.50	0.00	0.00
14-75-930-4	LAND & FACILITY	4,504.07	1,505,746.65	141.63	1,063,127.00	-442,619.65	70.82	2,126,254.00
14-75-940-5	TRANSFERS	0.00	927.60	0.00	0.00	-927.60	0.00	0.00
***TOTAL	LAND - FACILITY EXPANSION & RENOVATION F	4,504.07	1,512,518.75	142.27	1,063,127.00	-449,391.75	71.14	2,126,254.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	606,622.61	7,811,780.50	90.05	8,674,769.59	862,989.09	45.03	17,349,539.17
2	WATER	205,627.55	2,560,072.92	97.31	2,630,946.53	70,873.61	48.65	5,261,893.06
3	HOTEL/MOTEL TAX	458.80	43,424.65	68.55	63,347.47	19,922.82	34.27	126,694.93
4	MOTOR FUEL TAX	0.00	235,745.34	112.26	210,000.00	-25,745.34	56.13	420,000.00
5	T I F SPECIAL REVENUE	673,519.93	981,155.93	103.07	951,974.00	-29,181.93	51.53	1,903,948.00
6	SSA ONE BOND & INTEREST	0.00	319,440.00	100.00	319,440.00	0.00	50.00	638,880.00
7	POLICE PENSION	65,292.58	755,975.57	100.98	748,625.00	-7,350.57	50.49	1,497,250.00
8	SSA ONE PROJECT	0.00	43.58	0.00	0.00	-43.58	0.00	0.00
9	WATER CAPITAL IMPROVEMENTS	18,540.00	348,333.38	106.85	326,000.00	-22,333.38	53.43	652,000.00
10	CAPITAL PROJECT	0.00	802.50	107.00	750.00	-52.50	53.50	1,500.00
11	DEBT SERVICE	158,740.00	1,744,364.26	1,111.37	156,956.00	-1,587,408.26	555.69	313,912.00
14	LAND ACQUISITION, FACILITY EXPANSION & RENO	4,504.07	1,512,518.75	142.27	1,063,127.00	-449,391.75	71.14	2,126,254.00
	TOTALS ALL FUNDS	3161973.54	16,313,657.38	107.71	15,145,935.59	-1,167,721.79	53.85	30,291,871.16

# VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

MONTH	SALE		10-11	11-12	12-13	13-14	14-15
DIST	MADE						
MAY	FEB	\$	223,555	\$ 254,811	\$ 261,216	\$ 250,138	\$ 245,589
JUNE	MAR		281,024	296,840	308,159	304,370	293,285
JULY	APR		259,844	281,808	288,609	295,557	293,319
AUG	MAY		284,173	276,985	316,487	334,102	342,029
SEPT	JUNE		314,663	318,524	336,664	338,139	330,203
OCT	JULY		276,383	300,424	291,508	300,405	318,631
NOV	AUG		279,375	326,134	330,699	332,925	349,800
DEC	SEPT		260,636	296,490	300,348	288,422	287,860
JAN	OCT		273,809	272,291	282,374	283,164	303,324
FEB	NOV		290,009	296,763	306,325	295,860	296,349
MARCH	DEC		355,102	387,223	377,505	387,074	365,874
APRIL	JAN		234,660	253,944	277,850	234,816	253,532
<b>TOTAL</b>		\$	<b>3,333,234</b>	\$ <b>3,562,238</b>	\$ <b>3,677,745</b>	\$ <b>3,644,970</b>	\$ <b>3,679,794</b>
<b>MTH AVG</b>		\$	<b>277,769</b>	\$ <b>296,853</b>	\$ <b>306,479</b>	\$ <b>303,747</b>	\$ <b>306,650</b>
<b>BUDGET</b>		\$	<b>3,121,250</b>	\$ <b>3,217,250</b>	\$ <b>3,493,374</b>	\$ <b>3,447,000</b>	\$ <b>3,450,000</b>

YEAR TO DATE LAST YEAR : \$ 3,644,970  
 YEAR TO DATE THIS YEAR : \$ 3,679,794  
 DIFFERENCE : \$ 34,824

PERCENTAGE CHANGE :

**0.96%**

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,450,000  
 PERCENTAGE OF YEAR COMPLETED : 100.00%  
 PERCENTAGE OF REVENUE TO DATE : 106.66%  
 PROJECTION OF ANNUAL REVENUE : \$ 3,679,794  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 229,794  
 EST. PERCENT DIFF ACTUAL TO BUDGET **6.7%**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

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

**AGENDA NO.** 7e

**AGENDA DATE:** 5/11/15

**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  NO  N/A

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

At the Village Board's regular meeting held on June 9, 2014, an ordinance was passed amending the Village's Liquor Control Ordinance to create a new Class B-2 License to enable coffee and sandwich shops, having limited food service, the ability to serve several types of alcoholic beverages, including beer, wine and coffee cordials (i.e., coffee liqueurs).

The ordinance includes a restriction that beer and wine cannot be served for consumption on-site until after 2:00 PM.

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

The mayor has been approached by the owner of a local coffee shop and asked to reconsider the serving time for beer and wine. Apparently, some patrons have requested to purchase such alcoholic beverages during lunchtime. The request is that the service time for beer and wine consumed on-premises be changed from 2:00 PM to 12:00 PM. Both the mayor and Deputy Liquor Control Commissioner, Trustee Paul Oggerino, have no objection to amending the ordinance to change the serving time.

Passage of the attached amendatory ordinance will serve to change the serving time from 2:00 PM to 12:00 PM.

**ACTION PROPOSED:**

Pass the Ordinance

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

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

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

**SECTION ONE:** That Title 3, Chapter 12, Section 3-12-5 (B)(2) of the Village Code of the Village of Willowbrook entitled "Class B-2 License" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

- "2. Class B-2 License: Class B-2 license shall authorize the retail sale of beer and wine after twelve o'clock (12:00) P.M. on each day and the sale of liqueurs/cordials all for consumption on the licensed premises of a coffee/sandwich shop of less than two thousand (2,000) square feet of gross floor area. A class B-2 license shall also authorize the retail sale of wine in sealed packages for consumption not on the licensed premises. The annual fee for a class B-2 License shall be one thousand five hundred (\$1,500.00) Dollars. There shall be no more than one (1) class B-2 license issued at any one time"

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

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

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

PASSED and APPROVED this 11th day of May, 2015, by a roll call vote as follows:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AUTHORIZING THE SALE AND/OR DISPOSITION OF  
SURPLUS PERSONAL PROPERTY OF THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS

**AGENDA NO.**

**7f**

**AGENDA DATE:** 5/11/15

**STAFF REVIEW:** Tim Halik, Village Administrator

**SIGNATURE:** T. Halik

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

**SIGNATURE:** THOMAS BASTIAN TH.

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

**SIGNATURE:** T. Halik

**REVIEWED & APPROVED BY COMMITTEE:**

YES

NO

N/A

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

As part of the renovation of the new Village Hall facility, new furniture and miscellaneous office equipment was purchased and installed. The old office furniture, file cabinets, chairs, tables, and miscellaneous equipment remain at the former 7760 Quincy Street building administration side offices. This furniture and equipment is old, worn, partially damaged and not believed to have any substantial value. During our discussions with all seven (7) of the furniture vendors for the new Village Hall project, the existing furniture was inspected by each vendor and none of the vendors offered a credit for the material, stating that it was largely worthless for resale purposes. Therefore, the old furniture and miscellaneous equipment is slated to be disposed of prior to the commencement of the police station renovation project.

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

Staff has been approached by several individuals potentially interested in purchasing some of the old office furniture, etc. for personal use for a marginal cost. The items must first be declared as surplus and authorization must be provided to sell select items for the highest amount offered. Remaining items will be disposed of. The attached list (Exhibit "A") generally identifies the items that must be removed prior to the start of the police station project.

**ACTION PROPOSED:**

Pass Ordinance.

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

**AN ORDINANCE AUTHORIZING THE SALE AND/OR  
DISPOSITION OF SURPLUS PERSONAL PROPERTY OF  
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Willowbrook (the "Village") are expressly authorized to sell and dispose personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village;

**WHEREAS**, the Village owns certain personal property generally described in Exhibit "A" which exhibit is attached hereto and made part hereof; and

**WHEREAS**, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit "A" are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth;

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

**Section One. Recitals.**

The foregoing recitals are adopted as the corporate findings of the Village as if fully restated herein.

**Section Two. Authorization.**

The Village Administrator be and is hereby authorized and directed to sell to the person(s) making the highest offer to purchase said items or otherwise dispose of the items described in Exhibit "A" in the most expedient and cost effective manner to the Village with or without advertising their sale.

[The rest of this page intentionally left blank]

**Section Three. Effective Date.**

This Ordinance shall take effect upon its passage and approval in the manner provided by law.

**PASSED AND APPROVED** this 11<sup>th</sup> day of May 2015.

APPROVED:

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

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

EXHIBIT "A"

<u>OFFICE FURNITURE</u>	<u>QUANTITY</u>
Office Chairs	19
2-Drawer Metal File Cabinet	9
4-Drawer Metal File Cabinet	10
Metal or Wood Wall Hutch	30
Modular Desktop w/Legs	10
Bulletin Board	16
5-Drawer File Cabinet	6
2-Drawer Wood File Cabinet	14
Kitchen Table	1
Kitchen Chairs – Padded	6
Kitchen Garbage Can	1
Refrigerator – GE Side by Side	1
Office Tables – Round	2
Office A/C Unit	1
Miscellaneous Half Size & Full Size Partition Walls	
Miscellaneous Metal Garbage Cans	
Miscellaneous Plastic Recycling Cans	
4-Drawer Fire-Proof File Cabinet	1
Metal/Wood Desk	1
Wooden Kitchen Wall Cabinets	6
Wooden Kitchen Base Cabinets	5
Fluorescent Light Fixtures	2
Wood Laminate Credenza	1
Miscellaneous Vertical Window Shades	
Miscellaneous Wood Wall Shelving	
Scan/Print/Fax Machine (Unknown working order)	1

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE REHABILITATION OF THE EXISTING ABOVE-GRADE WATER STORAGE STRUCTURE LOCATED AT 7760 QUINCY STREET – ERA VALDIVIA CONTRACTORS, INC., CHICAGO

AGENDA NO.

7g

AGENDA DATE: 5/11/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN JR.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on March 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.

The Village Board, at their regular meeting on March 23, 2015, adopted a resolution accepting the low bid submitted by Era Valdivia and authorizing the issuance of a Notice of Award. Upon issuance of the Notice of Award, the contractor submitted the required performance bond, labor and material payment bond, and insurance requirements for the project. These documents have been reviewed and approved by the Village Engineering Consultant. The project agreement (attached) was prepared and has been executed by the contractor.

### 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 final price includes the base bid of \$353,600.00 plus the acceptance of an Alternate in the amount of \$5,000 to apply an upgraded Tnemec Hydroflon Coating system. Therefore, the final contract price is \$358,600.

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 authorizing the Village's execution of the contract agreement.



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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE RENOVATION OF AN EXISTING ABOVE-GRADE WATER STORAGE STRUCTURE LOCATED AT 7760 QUINCY STREET – ERA VALDIVIA CONTRACTORS, INC., CHICAGO

---

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 the Agreement Between Owner and Contractor, between the Village and Era Valdivia Contractors, Inc., attached hereto as Exhibit "A" and made a part hereof.

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 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

5/8/15

NOTE:

AS OF THE TIME OF DISTRIBUTION OF THE BOARD PACKET, THE SIGNED AGREEMENT FROM ERA VALDIVA HAD NOT YET BEEN SUBMITTED.

IF THE SIGNED AGREEMENT IS RECEIVED PRIOR TO THE START OF THE BOARD MEETING, IT WILL BE DISTRIBUTED SEPARATELY TO THE BOARD THAT EVENING.

IF THE SIGNED AGREEMENT IS NOT SUBMITTED BY THE CONTRACTOR PRIOR TO THE BOARD MEETING, THIS AGENDA ITEM WILL BE TABLED TO THE NEXT MEETING.

THANK YOU

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. – WATER TANK REHABILITATION PROJECTS

**AGENDA NO.** 7h

**AGENDA DATE:** 5/11/15

**STAFF REVIEW:** Tim Halik, Village Administrator

**SIGNATURE:** Tim Halik

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

**SIGNATURE:** THOMAS BASTIAN JR.

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

**SIGNATURE:** Tim Halik

**REVIEWED BY COMMITTEE:** YES  on April 13, 2015 NO  N/A

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

At the Village Board's regular meeting on May 11, 2015, a resolution will be considered to award a contract to Era Valdivia Contractors, Inc., Chicago, to complete a rehabilitation (i.e., re-coating) of the Village's 500,000 gallon water tower located within the municipal complex. The contractor has submitted the required bonds and insurance for the project, and the contract agreement has been prepared and is ready for execution.

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

As part of the completion of this project, shop drawings must be reviewed by the Village Engineering Consultant and the actual work will be monitored by a part-time Resident Engineer (RE) for the full 16 week project duration.

To obtain better prices, the engineering construction oversight for this project (Project #1) was combined with the preparation of contract documents and specifications for the next tank to be rehabilitated – the 3 million gallon standpipe (Project #2). The required engineering for both of these projects have been budgeted for in FY 2015/16. Staff requested a proposal for professional engineering services from Christopher B. Burke Engineering, Ltd. (CBBEL) to complete these two (2) projects. CBBEL offered an estimated fee of \$19,000 to complete Project #1 and an estimated fee of \$16,100 to complete Project #2. The total price to complete both projects of \$35,100 is below the FY 2015/16 budgeted amount of \$40,000.

The Proposal, General Terms and Conditions, and First Amendment to the General Terms and Conditions for this project have been reviewed and approved by the Village Attorney.

**ACTION PROPOSED:**

Adopt Resolution.

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT  
AND EXECUTE A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE  
ENGINEERING, LTD. – WATER TANK REHABILITATION PROJECTS

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a proposal for professional services between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. relating to two (2) water tank rehabilitation projects, along with General Terms and Conditions and First Amendment to the General Terms and Conditions for the projects, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of May 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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



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

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

March 3, 2015

**Revised March 16, 2015**

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Mr. Tim Halik  
Village Administrator

Subject: Proposal for Professional Engineering Services for Construction Observation of the Executive Tower Spheroid High Tank Painting Project and the Preparation of Contract Documents and Specifications for the Painting of the 3,000,000 Gallon Standpipe

Dear Mr. Halik:

In response to the Village's request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services for construction observation of the Executive Tower Spheroid High Tank Painting Project and the Preparation of Contract Documents and Specifications for the Painting of the 3 MG Standpipe. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands the Village is looking for two separate proposals. One for the construction observation of the painting of the Executive Plaza spheroid high tank and the second for the preparation of Contract Documents for the painting and rehabilitation of the 3 million gallon standpipe located adjacent to the Village Public Works yard.

For the construction observation services related to the Executive Plaza spheroid high tank painting project, it is CBBEL's understanding that Strand & Associates has prepared the preliminary inspection report which was used as the basis of design for the preparation of the contract bidding documents that were also prepared by Strand & Associates. The project has been bid and is scheduled to begin construction in spring of 2015.

For the preparation of bidding documents related to the painting and rehabilitation of the 3 million gallon standpipe, it is our understanding that Strand & Associates has prepared a preliminary inspection report and this report and the recommendations provided in this report will be the basis of our document preparation and no further preliminary inspections will be required prior to CBBEL preparing bid documents. It is also our understanding that the Village is anticipating that both the interior and exterior of the tank will be painted in one construction season. In order to facilitate this schedule, CBBEL needs to be given notice to

proceed no later than October 1, 2015. This may be before the IEPA Low Interest Loan is completed. This time frame is necessary as the specialized contractors who perform this work usually start filling their schedules and are bidding projects prior to the holidays. It is understood that the 3 MG standpipe currently is not servicing any cellular companies at this facility and coordination with these companies will not be required.

CBBEL has developed the following Scope of Services consistent with the Understanding of the Assignment identified above.

### **SCOPE OF SERVICES**

The Scope of Services was prepared based on our knowledge of the Project and the procedures and requirements for similar projects in which CBBEL has undertaken. The two projects include the following identified tasks:

#### **Project #1 – Construction Observation Services Related to Painting of the Executive Tower Spheroid High Tank**

- Task 1: Contract Administration
- Task 2: Shop Drawing Review
- Task 3: Construction Observation Services

**Task 1- Contract Administration:** Under this task CBBEL will provide the preparation of a Notice of Award, a Notice to Proceed and coordinate a preconstruction conference with all parties involved. We will prepare payment requisitions and change orders for the Village's approval. CBBEL will review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village for processing.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will also be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

**Task 2 – Shop Drawing Review:** Under this task we will provide services related to reviewing information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.

Task 3 – Construction Observation Services: Under this task CBBEL will provide a part-time (8 hours/week for 16 weeks) Resident Engineer (RE) who will perform the following duties:

- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

**ESTIMATE OF FEE FOR PROJECT #1**

TASK		FEE
1	Contract Administration	\$1,500
2	Shop Drawing Review	\$1,800
3	Construction Observation	\$15,700
TOTAL		\$19,000

**Project #2 – Preparation of Contract Documents and Specifications for the Painting of the 3 Million Gallon Standpipe**

- Task 1: Preparation of Preliminary Design Memo (PDM) and Bid Documents
- Task 2: Coordination Meetings
- Task 3: Coordination with Cellular Equipment Companies and Review of Lease Agreements
- Task 4: Bidding Assistance

Task 1 – Preparation of Preliminary Design Memo (PDM) and Bid Documents: Based on the information provided in the Strand & Associates report, CBBEL will prepare a Preliminary Design Memorandum (PDM) that outlines the work recommended for improvements to the 3 MG standpipe. We will review the PDM with the Village prior to completing the Bid Documents. This PDM will act as the basis of the Bid Document preparation and establishment of the contract scope of work and Engineer's Opinion of Probable Construction Cost.

Task 2 – Coordination Meetings: CBBEL anticipates 3 meetings with the Village. The first meeting will be on site to review existing conditions with Village staff. The second meeting will be to discuss the information provided in the PDM. The third meeting will be a review meeting to discuss the Bid Documents prior to bidding.

Task 3 – Bidding Assistance: CBBEL will prepare an Advertisement for Bid on behalf of the Village. CBBEL will notify qualified contractors regarding this project. CBBEL will attend a pre-bid meeting and respond to contractor questions during the bidding process and provide addenda as necessary. CBBEL will assist the Village and attend the bid opening, perform reference checks, provide bid evaluation and tabulation, and provide a letter of recommendation to the Village for the most responsive contractor.

**ESTIMATE OF FEE FOR PROJECT #2**

TASK		FEE
1	Preparation of Bid Documents	\$12,000
2	Coordination Meetings	\$1,800
3	Bidding Assistance	\$1,800
	Direct Costs	\$500
TOTAL		\$16,100

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

We trust that the attached material will demonstrate our understanding and expertise to perform the upcoming assignment. We appreciate the opportunity to submit our proposal for the study and look forward to working with the Village on this important project.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. If you have any questions, please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

GAH/pjb

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF WILLOWBROOK

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2015**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS OF THAT  
CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE  
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR  
PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION  
OF THE EXECUTIVE TOWER SPHEROID HIGH TANK PAINTING PROJECT AND  
THE PREPARATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS FOR  
THE PAINTING OF THE THREE MILLION GALLON STAND PIPE**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and THE VILLAGE OF WILLOWBROOK (the "Client"), to provide professional engineering services to The Village of Willowbrook in connection with the professional engineering services for construction observation of the executive tower spheroid high tank painting project and the preparation of contract documents and specifications for the painting of the three million gallon stand pipe, is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 9, entitled "Compliance with Laws" of the General Conditions is hereby amended by deleting, in its entirety, the second paragraph therein.

2. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

3. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

4. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

Additional Responsibilities of Client and Engineer: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation. Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

5. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

Suspension of Services: If Client fails to make payments when due, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) business days' written notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs previously set forth in (Item 4 of) this agreement.

6. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to the Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

READ, APPROVED AND AGREED

THE VILLAGE OF WILLOWBROOK

CHRISTOPHER B. BURKE ENGINEERING,  
LTD.

By:   
Michael Mistele, Mayor Pro Tem

By:   
Christopher B. Burke, President

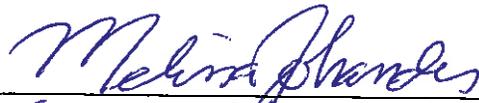
Date: APRIL 27, 2015

Date: 4/21/15

ATTEST:

ATTEST:



  
Executive Administrative Assistant



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR THE PURCHASE OF A KONICA MINOLTA BIZHUB C654E COPIER SYSTEM – KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.

**AGENDA NO.**

7i

**AGENDA DATE:** 05/11/15**STAFF REVIEW:** Cindy Stuchl**SIGNATURE:** Cindy Stuchl**LEGAL REVIEW:** Thomas Bastian**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)**

Once renovations were underway for the new Village Hall, it was determined that due to the two levels, a second color copy machine would be necessary for work efficiency. Staff met with three suppliers to provide quotes on machines that had similar features to the existing Konica Minolta C652ds. Features include the capability to sort, duplex, staple, hole punch, USB scan, fax, and print. The following are the quotes received:

<u>Company</u>	<u>Purchase Price</u>
Konica Minolta C654E	\$16,777.00
Savin MPC6502SP	\$21,041.00
Canon Ir Advance C7260	\$27,500.00

Staff has been satisfied with the existing machine, which had been purchased in 2011. The Konica Minolta C654 is an identical machine, only newer. At the Mayor and Board of Trustees meeting held on April 27, 2015, the Board approved the Fiscal Year Budget 2015/16 which included the funding in the amount of \$18,000 for the purchasing of a new copier.

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

The Village Staff recommends the Board adopt the attached Resolution accepting the proposal from Konica Minolta.

**ACTION PROPOSED:**

Adopt Resolution.

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR THE PURCHASE OF A KONICA MINOLTA BIZHUB C654E SYSTEM - KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.

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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 accept and execute a proposal from Konica Minolta Company, Inc., for the purchase of a Konica Minolta Bizhub C654E Color Copier System, including Networking, a booklet making finisher, hole punch kit, and z-fold unit, in an amount not to exceed \$16,777.00, along with a maintenance agreement to provide full service maintenance at a cost per copy of \$.0055 for black and white copies and a cost per copy of \$.05 for color copies, a copy of which is attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

Check Applicable Box

Purchase

Lease

Other:

INVOICE TO Account #	SOLD TO Account # SO 0001152072	SHIP TO Account #
Legal Name VILLAGE OF WILLOWBROOK	Legal Name VILLAGE OF WILLOWBROOK	Legal Name VILLAGE OF WILLOWBROOK
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 835 MIDWAY DRIVE	Street Address 835 MIDWAY DRIVE	Street Address 835 MIDWAY DRIVE
City WILLOWBROOK State IL Zip 60527	City WILLOWBROOK State IL Zip 60527	City WILLOWBROOK State IL Zip 60527
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( )	Tax Exempt # E9997-4304-07	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ( )	P.O. #	P.O. Expiration Date
Payment Terms: NET 30 DAYS	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ Contact Name Phone:	Check Amount Check #

Requested Delivery Date: SEE ATTACHED Maintenance Contract  Accepted  Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A2X1017	BIZHUB C654E		\$ 9,707.17	\$ 9,707.17
1	7670525508	DELIVERY CHARGE - LEVEL 3		\$ 400.00	\$ 400.00
1	7640018095	BASIC NETWORK SERVICE - SNS05		\$ 500.00	\$ 500.00
1	A2Y1WY1	FS-535 100-SHEET STAPLING FINISHE		\$ 1,432.86	\$ 1,432.86
1	A2YRW11	PK-521 2/3 HOLE PUNCH UNIT (FS-535)		\$ 375.92	\$ 375.92
1	A2Y2WY1	SD-512 SADDLE STITCHER (FS-535)		\$ 789.32	\$ 789.32
1	A10RW12	ZU-606 Z-FOLDING UNIT (FS-535)		\$ 2,967.76	\$ 2,967.76
1	A4MF012	FK-511 FAX KIT		\$ 603.97	\$ 603.97
1	VCAREACT-O	VCARE ACTIVATION FOR MFPS WITH		\$ 0.00	\$ 0.00

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A3VU430	TN-711C TONER CYAN (C754/C654/31	N/A	\$ 0.00	\$ 0.00
1	A3VU130	TN-711K TONER BLACK (C754/C654/C6	N/A	\$ 0.00	\$ 0.00
1	A3VU330	TN-711M TONER MAGENTA (C754/C65	N/A	\$ 0.00	\$ 0.00
1	A3VU230	TN-711Y TONER YELLOW (C754/C654	N/A	\$ 0.00	\$ 0.00
			N/A		
			N/A		

Additional Charges:  Network  Removal  Other

Additional Charges TOTAL \$ 16,777.00 (TOTAL is exclusive of applicable taxes)

Pick-Up Requested Removal Date: 03/11/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1		IMAGE RUNNER	KO452

Customer Name

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name \_\_\_\_\_ Please Print

Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative of Customer

KMBS Representative Jacob Mester 5/4/15 Date

KMBS Manager \_\_\_\_\_ Please Print

Title \_\_\_\_\_ KMBS Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

# KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

S00233580  
05/04/15 04:52 pm  
Order 1 of 1

The following are the terms and conditions which control the sale or rental of the equipment referenced on the reverse side of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
14. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the sale of KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer acknowledges that KMBS sales and service representatives do not have the authority to modify these terms or to commit KMBS to any binding obligation, not otherwise set forth herein. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.



### EQUIPMENT REMOVAL AUTHORIZATION

Customer: VILLAGE OF WILLOWBROOK

Pick Up Address: VILLAGE OF WILLOWBROOK, 835 MIDWAY DRIVE, WILLOWBROOK, IL, 60527

Equipment being removed from Customer's Location:

Make: <u>CANNON</u>	Model: <u>IMAGE RUNNER</u>	Serial Number: <u>KO452</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: \_\_\_\_\_ Lease #: \_\_\_\_\_

Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.

Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. Upon shipment of equipment, KMBS will invoice Customer \$ \_\_\_\_\_ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

NIR AT NO COST TO CUSTOMER

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: \_\_\_\_\_  
Please print

Name: Jacob Martin  
Please print

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

Signature: Jacob Martin 5/4/15  
Date

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

Title: SAE

LEASE COMPANY USE

Approved Customer has fulfilled its obligation on current lease.  
 Contingent Approval Customer has lease balance of \$ \_\_\_\_\_ which needs to be satisfied.

RA # \_\_\_\_\_ Shipping Instructions \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# Maintenance Agreement

## Customer Information

Sold to Acct #: 0001152072 Payer/Bill to Acct #: \_\_\_\_\_ Ship to Acct #: \_\_\_\_\_

Name: VILLAGE OF WILLOWBROOK Name: VILLAGE OF WILLOWBROOK Name: VILLAGE OF WILLOWBROOK

Attn/Dept: \_\_\_\_\_ Attn/Dept: \_\_\_\_\_ Attn/Dept: \_\_\_\_\_

Ste/Rm: \_\_\_\_\_ Ste/Rm: \_\_\_\_\_ Ste/Rm: \_\_\_\_\_

Address: 835 MIDWAY DRIVE Address: 835 MIDWAY DRIVE Address: 835 MIDWAY DRIVE

City: WILLOWBROOK City: WILLOWBROOK City: WILLOWBROOK

State: IL Zip: 60527 State: IL Zip: 60527 State: IL Zip: 60527

Tax Exempt Customer?  Yes  No Tax Exemption Number: E9987-4304-07 Tax Exemption Certificate must be attached when applicable.

PO Required?  Yes  No PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_ PO must be attached when applicable.

Individual PO  Blanket PO PO Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

Fleet Manager?  Yes  No Name: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

## Coverage / Billing Options

**Coverage Options:**

**MFP** Select Options:  Supply Inclusive  Staples Included  
 After Hours Service - Requires After Hours Agreement  
 Decline Digital Connected Support\*  
 \* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

**Wide Format** Select Options:  Toner (Black Only)  
 20lb Bond Roll Paper  
 Decline Digital Connected Support\*

**Billing Options:**

Initial Term in Months:  36  48  60  Other 12

Flat Rate Frequency:  Monthly  Quarterly  Annually

Meter Frequency:  Monthly  Quarterly  Annually

Aggregate Volume:  B/W  Color

Effective Date:  On Install  Date: \_\_\_\_\_

Billing Day:  Selected by KMBS  Preferred Day: \_\_\_\_\_ (29th, 30th, and 31st are not an available selection)

All Devices

## Maintenance Pricing

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C854E		Color			0.05000			
			B/W			0.00550			
2			Color						
			B/W						
3			Color						
			B/W						

Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

Additional Equipment on Schedule C

### Comments

MAINTENANCE TERMS IS LESS THAN 36 MONTHS, REQUIRE APPROVAL OF THE RVP SERVICE

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 09/01/2014. Not binding on KMBS until signed by KMBS Manager.

Customer Name: \_\_\_\_\_  
 Please Print

Customer Title: \_\_\_\_\_  
 Please Print

Customer Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

KMBS Representative: Jacob Martin

KMBS Manager Name: \_\_\_\_\_  
 Please Print

KMBS Manager Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

### For Internal Use

Maintenance  with Equipment Order  Maintenance Only  Billed by KMBS  Billed by Lease Company  Order Serviced

Sales Rep Number: 2448071 Sales Rep Name: JACOB MARTIN Sales Rep Email Address: JAKE.MARTIN@KMBS.KONICAMINOLTA.US Sales District: 24404

Order Taking: 2448071 JACOB MARTIN JAKE.MARTIN@KMBS.KONICAMINOLTA.US Processed

Servicing: 2448071 JACOB MARTIN JAKE.MARTIN@KMBS.KONICAMINOLTA.US  Branch  Windsor

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this agreement.

#### Equipment Services

100. **Service Coverage Hours:** Standard services under this agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. **Extended Coverage Services** outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. **Equipment Services** provided under this agreement include labor and parts required to maintain covered equipment in a normal operating condition as set forth in the equipment specifications detailed on [kmbs.konicaminolta.us](http://kmbs.konicaminolta.us).

103. **Equipment Exchange** will be used for products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.

104. **Preventative Maintenance** shall be performed as needed to ensure optimal operation of equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the equipment's user guide is not covered.

105. **DISCLAIMER:** Repairs and/or services that fall outside the scope of this agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this agreement.

106. **Site Environment:** Customer shall be responsible to ensure that equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. **Prerequisite to service:** For equipment not previously under a continuous maintenance agreement, equipment must be in good working condition before the start of this agreement. Remedial service may be required to bring the equipment to proper operating standards and the labor and parts associated will be billed at prevailing rates. A quote will be provided for customer approval before work begins.

108. **Relocation and Move Preparation:** When requested, relocation services will be performed and billed at prevailing rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

109. **Initial Installation:** Physical installation, removal of packing material and initial setup of equipment will be performed by KMBS using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

110. **Service Replacement:** KMBS reserves the right to replace a device, at no additional cost to customer, with a comparable unit when repair of the original device is not practical or economically feasible.

111. **Color Calibration and Management:** Routine and periodic color calibration and management of production color print profiles is not covered by this agreement.

112. **Additional Customer Requested Services:** Customer may request services be performed that are outside the scope of this agreement. Such services will be quoted and performed at agreed rates.

#### Supplies and Consumables

200. **Consumable Supplies:** If a supplies inclusive option is selected, KMBS will provide toner for covered equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. **Expected Yield:** Pricing under this agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. **Supply Source:** Genuine Konica Minolta supplies will be used under this agreement for Konica Minolta equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered equipment.

203. **Supply shipping and handling:** KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. This is done to average out the total estimated supply shipping and handling fees over the duration of this contract. The current calculation for such fees can be found at <http://kmbs.konicaminolta.us/faqs>. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by customer.

204. **Auto Supply Delivery,** if part of a managed services agreement, requires a designated customer contact(s) to confirm

supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

**Software and Solutions**

**300. Licenses:** KMBS hereby grants the customer the non-exclusive, non-transferable right to install, and licenses to use the software, updates, upgrades and patches included in this agreement, provided the Agreement is in effect.

**301. License Reactivation:** Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

**302. Site Environment:** Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

**303. Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the customer is expected to restore the environment and data to prior state.

**304. Access:** Customer shall provide KMBS personnel with access to the servers and/or equipment where the software is installed. Customer shall arrange and ensure that one of its employee's or designated agents is present at all times when KMBS is performing maintenance and support services.

**305. Solutions warranty:** KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this agreement for any particular use.

**306. Solution Integration** with print output devices covered under this or other agreement may be affected by existing customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

**307. Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at customers location. Level 1 support is only available when level 0 supports is in effect.

**Software Maintenance (Level 0) and Helpdesk (Level 1)**

**400. Software Maintenance (Level 0)** if this option is selected, the customer is entitled support as defined in the 'Patches and Updates' sections.

**401. Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

**402. Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

**403. Start of service** rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

**404. Current version:** Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this agreement

**405. Solutions Helpdesk Support (Level 1):** If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3<sup>rd</sup> party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

**Professional Services, Solutions and Network**

**500. Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

**501. Basic Network Services (BNS),** where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

**502. Technical Pilot:** When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

**503. Solution Baseline:** Is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.

**504. Enhancements** and professional services beyond the baseline capabilities of the solution are available at an additional charge.

**505. Digital Connected Support:** Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the customer network environment are not included.

**506. Customer Data:** KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its' employees, end-user errors or release of administrator password.

**507. Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time hard-drive encryption

(level 2 encryption – equivalent to current Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to customer policy).

**508. Professional Services Projects:** When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

**509. Basic Production Services (BPS):** Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

#### Meter and related

**600. Meter Readings:** Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure for customer to provide timely and accurate meter readings may result in the conversion of associated equipment to flat monthly fee billing.

**601. Definition of a Print:** Each 8.5"x11" image generated by the covered equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

**602. Electronic Meter Collection:** KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable equipment. Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice

**603. Fleet Device Monitoring:** If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this agreement.

#### Renewal and Maintenance

**700. Automatic renewal:** At the end of the initial term of this agreement, coverage will be extended for an additional one year

term at then prevailing rates, unless either party has provided notice pursuant to 'Termination' clause below.

**701. Customer Price Protection:** At the end of the first year of this agreement and once each successive 12 month period during the initial term, the maintenance base and usage charges will not increase by more than 10%.

**702. Aggregate Meter Billing contracts' escalation** will occur at the annual anniversary of the initial establishment of the usage pool.

**703. Auto Add of Equipment:** Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this agreement at pre-established price levels. The added device(s) will be covered under the terms of this agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

#### Payment and Termination

**800. Terms of Payments** are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due.

**801. Remedies and Collection:** Accounts that are past due are subject to a suspension of services and may be subject to a monthly late fee based on 1.5% of the total amount due and reasonable recovery of costs associated with collections.

**802. DEFAULT:** Should Customer violate any aspect of this agreement including payment obligations, or in the event customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

**803. Termination:** During the term of this agreement or any renewal thereof, the Customer or KMBS may provide the other party 30 day written notice of cancellation or intention not to renew with or without cause. If the Customer terminates within the initial term, the Customer will be subject to termination charges per paragraph 804.

**804. Early Termination:** In the event Customer terminates this agreement during the initial term or KMBS terminates due to material breach by the Customer, the Customer will be responsible to pay liquidated damages equal to 3 months billing based on the prior actual billing over the last 12 months.

#### General Legal

**900. Business Purpose:** Customer warrants and represents that the equipment under this agreement will be used for business purposes and not for personal, household or family purposes.

**901. ASSIGNMENT:** Customer may not assign this Agreement without KMBS' express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

**KMBS Standard Maintenance Terms and Conditions - Schedule A**

(Updated September 1, 2014)

902. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 500 Day Hill Rd, Windsor CT 09095 Attention: Contracts Department.

903. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

904. **REMEDY LIMITATIONS:** CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. THE PARTIES AGREE ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE ALLEGED DAMAGES ARE INCURRED.

905. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

906. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

907. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that

provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

908. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

909. **ENTIRE AGREEMENT:** This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued for KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

910. **Sellers Agent:** Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. **Modification of Original Terms and Conditions:** Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this agreement.

912. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss, or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of KMBS' gross negligent or willful misconduct.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 38 – STRUCTURAL MODIFICATIONS – VILLAGE HALL RENOVATION PROJECT

**AGENDA NO.**

7j

**AGENDA DATE:** 5/11/15

**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

NO

N/A

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

At its regular meeting on July 14, 2014, the Village Board awarded a construction contract to FBG Corporation to complete the renovation of the new Village Hall offices located at 835 Midway Drive. Work commenced on July 23, 2014. The project is now substantially complete and the move from the prior offices occurred on February 13, 2015.

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

The following change order represents a total increase in the contract in the amount of \$5,740.75. The following is a summary of the nature of the required change order:

C.O. #	TYPE	AMOUNT (+ OR -)	EXPLANATION
38	Addition	\$5,740.75	This change order in the amount of \$5,740.75 was required add a structural steel beam in place of two (2) masonry steel lintels to span a wall opening to accommodate the elevator and adjacent stairway. Although the original plan called for an intermediate bearing wall between these two (2) openings, which would support each end of the lintels, the final size of the elevator opening needed to be modified in order to locate an elevator control panel. As a result, the smaller intermediate bearing wall could no longer adequately support the two (2) lintels. This required the lintels to be replaced with a new structural steel beam. Although this work was performed prior to a change order being authorized (so as not to further delay the construction schedule), the project architect reviewed the design and approved the manner in which the work was completed.

Staff recommends that the resolution authorizing the above change orders as presented be adopted.

**ACTION PROPOSED:**

Adopt resolution.

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

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 38  
– STRUCTURAL MODIFICATIONS – VILLAGE HALL RENOVATION PROJECT

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 38, attached hereto as Exhibit "A" and made a part hereof, in the amount of \$5,740.75 for required structural modifications, being part of the Village Hall renovation project.

ADOPTED and APPROVED this 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

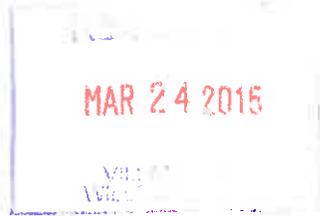
\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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



**Exhibit "A"**

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**ARCHITECT'S CHANGE ORDER**

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**Project:** Village of Willowbrook  
Village Hall Remodel

**Change Order No.:** 38

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

**Change Order Date:** 20 March 2015  
**Project No.:** 2014-002  
**Contract For:** General Construction  
**Contract Date:** July 14, 2014

---

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

Install new steel beam and new masonry at elevator and stair openings, per attached Change Order Proposal #39 prepared by FBG Corporation, dated 30 December 2014.

The original Contract Sum was .....	\$	1,431,580.00
Net Change by previous Change Orders .....	\$	120,656.46
The Contract Sum prior to this Change Order .....	\$	1,552,236.46
The Contract Sum will be increased by this Change Order.....	\$	5,740.75
The new Contract Sum including this Change Order will be .....	\$	1,557,977.21
The Contract Time will have no change .....		No change
The Date of Completion as of the date of this Change Order therefore is .....		14 November 2014

<u>Williams Architects</u>	<u>FBG Corporation.</u>	<u>Village of Willowbrook</u>
<u>500 Park Boulevard, Suite 160</u>	<u>1015 South Route 83</u>	<u>7760 Quincy Street</u>
<u>Itasca, IL 60143</u>	<u>Elmhurst, IL 60126</u>	<u>Willowbrook, IL 60527</u>
By 	By _____	By _____
Date <u>3/20/2015</u>	Date _____	Date _____

# CHANGE ORDER # 39

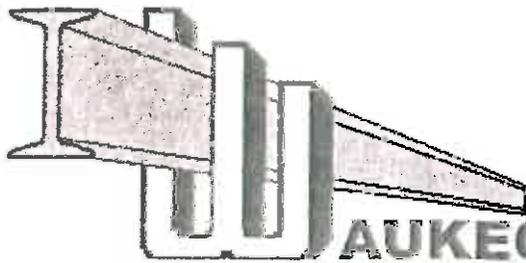
P.E. Carlson, Inc.  
 1015 South Route 83  
 Elmhurst, IL 60126  
 Voice (630) 941-7750  
 FAX (630) 941-7793

Williams Architects  
 500 Park Blvd  
 Suite 800  
 Itasca, IL 60143

To: Scott Morlock

Project Name		Willowbrook Village Hall Renovation		
Change order #		39		
Sub contractor Name		Waukegan Steel		
Architects project NO		2014-002		
Date	12/30/2014			
Item #	SPEC.#	Description	%	Amount
A	250529	New Steel Beam per FO11.0		
1		See Attachment A		\$1,850
2		See Attachment B		\$3,020
		<b>Total 1</b>		<b>\$4,870.20</b>
		Bond Cost	2.50%	\$121.76
		<b>Total 2</b>		<b>\$4,991.96</b>
		Mark up	15.00%	\$748.79
		<b>Sub Total</b>		<b>\$5,740.75</b>

Action			
Approved	<i>Abe Assaf</i>	12/30/2014	
Approved as Noted			
Revise and Resubmit			
Rejected			



1201 BELVIDERE STREET  
 WAUKEGAN, ILLINOIS  
 847.662.2810 PHONE  
 847.662.2818 FAX

**WAUKEGAN STEEL, LLC**  
 Structural Steel    Steel fabricators    Architectural Metals    Job shop

FBG Corporation  
 1015 South Route 83  
 Elmhurst, IL 60126

November 13, 2014

ATTN: Abe Assaf

**SUBJECT: Furnish Revised Lintel Beams per Design Changes**  
**CHANGE ORDER REQUEST # 2R1**

Dear Abe,

Per your request please see pricing below. Extra work includes furnishing revised lintel beams at upper level stair and and elevator openings, and lower stair as directed by engineer field order sketches and field measurements. All originally scheduled lintels were fabricated per contract drawings and already delivered to site before design changes occurred. Therefore, this is a pure add for material, not a net add. The original lintels are currently stored at back of building exterior.

**Breakdown:**

<b>Struct Erection</b>			<b>\$0.00</b>	
<b>Subtotal w/ 5% MU</b>				<b><u>\$0.00</u></b>
<b>Material Add</b>	460 #'s @	\$ 0.70	<b>\$322.00</b>	
<b>Galvanizing</b>	0 #'s @	\$ 0.35	<b>\$0.00</b>	
<b>Detail/Drawing</b>	6 hrs @	\$ 70.00	<b>\$420.00</b>	
<b>Shop Labor</b>	8 hrs @	\$ 75.00	<b>\$600.00</b>	
<b>Hilti Epoxy Anchors &amp; Epoxy</b>	20 ea @	\$ 10.00	<b>\$200.00</b>	
<b>Delivery</b>	2 hrs @	\$ 70.00	<b>\$140.00</b>	
<b>0% TAX</b>			<b>\$0.00</b>	
<b>Subtotal</b>			<b><u>\$1,682.00</u></b>	
<b>Subtotal w/ 10% MU</b>				<b><u>\$1,850.20</u></b>
<b>Total Add</b>				<b>\$1,850.20</b>

**Please provide a contract change order if this work is to be performed.**

Sincerely,

John Graham  
 Project Manager

cc: C-1429    COR-2R1    / Mike Engles; Wayne Griesbaum

R.D.MASONRY INC

Frankfort, IL 60423

# Invoice

Date	Invoice #
12/30/2014	900821

Bill To
FBG Corporation Willowbrook Village Hall

P.O. No.	Terms	Project
		Willowbrook Village Hall

Quantity	Description	Rate	Amount
	Build Scaffol inside elevator for beam installation,needle wall for shoring,remove block pier,extend cmu wall,install plates,grout solid under plates full height of wall Labor-\$2216 Material-\$504 Profit-\$300	3,020.00	3,020.00
		<b>Total</b>	<b>\$3,020.00</b>

## 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 – TREE AND STUMP REMOVAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PESSINA TREE SERVICE, LLC

**AGENDA NO.****7k****AGENDA DATE:** 05/11/15**STAFF REVIEW:** Garrett Hummel, Management Analyst**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On May 17, 2013, the Village went out to bid on a contract which includes the removal and stumping of Village owned trees affected by the emerald ash borer (EAB) infestation. The scope of work includes the removal, stumping, and restoration of the area around the identified trees located on public right-of-ways and in Village parks. The Village accepted a bid from Pessina Tree Service, LLC for Year 1 of the EAB Abatement Program. 230 trees were removed during Year 1 of the EAB Abatement Program. Last year (Year 2), the Village renewed the contract with Pessina Tree Service for another 200+ trees. Staff was pleased with the quality of services provided by Pessina Tree Service, LLC.

During the Board Budget Workshop, an EAB Abatement Program was approved. Year 3 of the program includes the removal of all identified trees. Staff with the assistance of Natural Path (the Village's consultant arborist) is developing a tree removal list for the upcoming season. The goal is to come up with a list of about 200 trees for this year's removals.

As part of the EAB Abatement Program, the Village will be conducting a public relations campaign that will provide notice to residents of the upcoming tree removals, give residents a list of replacement trees to choose from and inform residents of the public participation portion of the removal and planting contracts.

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

Included in the tree removal and stumping contract was a provision that allows the contract to be extended for the 2015-16 contract period. Pessina Tree Service, LLC has agreed to extend the contract for an additional year with no increases to the contracted unit prices. Staff would recommend contracting with Pessina Tree Service, LLC for the Village's 2015-16 tree removals. The new contract would be effective from May 11, 2015 through April 30, 2016.

**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 – TREE AND STUMP REMOVAL SERVICES – BETWEEN THE  
VILLAGE OF WILLOWBROOK AND PESSINA TREE SERVICES, LLC

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WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Pessina Tree Services, LLC, for the purposes of providing tree and stump removal 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 Pessina Tree Services, LLC, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Pessina Tree Services, LLC providing tree and stump removal 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 11th day of May, 2015

APPROVED:

---

Mayor

ATTEST:

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

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

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

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

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

# EXHIBIT "A"

## AGREEMENT

THIS AGREEMENT made and entered into this 11th day of May, 2015, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Pessina Tree Services, LLC

### 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-22, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Pessina Tree Services, LLC for the purposes of providing tree and stump removal services to the Village of Willowbrook for the period from May 27, 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 11, 2015, to April 30, 2016, with the same unit prices as set forth in the prior contract; and,

WHEREAS, Pessina Tree Services, LLC has agreed to provide such services as set forth in the Contract as agreed to by a letter to the Village dated May 5, 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 Pessina Tree Services, LLC hereby extend the term of the Contract for the period from May 11, 2015, to April 30, 2016, with the cost not to exceed the unit prices set forth in the prior contract.

Section 3. Notwithstanding anything to the contrary, Pessina Tree Services, LLC hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 11, 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

Pessina Tree Services, LLC

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

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

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

*ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:*

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
TREE AND STUMP REMOVAL SERVICES**

**CONTRACT PERIOD: May 27, 2014 – APRIL 30, 2015**

**BIDDER: PESSINA TREE SERVICES, LLC, 45W520 Jeter Road, Big Rick, IL 60511**

*APPROXIMATELY FIFTY-ONE (51) PAGES*

RESOLUTION NO. 14-R- 22

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – TREE AND STUMP REMOVAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PESSINA TREE SERVICES, LLC

---

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 Pessina Tree Services, LLC, for the purposes of providing tree and stump removal 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 Pessina Tree Services, LLC, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Pessina Tree Services, LLC providing tree and stump removal 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 27th day of May, 2014

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

*Lloyd Hansen*  
Village Clerk



ROLL CALL VOTE: AYES: Baker, Berglund, Davi, Kelly  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: Mistale, Oggerino

## AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Pessina Tree Services, LLC

### 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-39, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Pessina Tree Services, LLC for the purposes of providing tree and stump removal services to the Village of Willowbrook for the period from July 1, 2013, to December 1, 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 27, 2014, to April 30, 2015, with the same unit prices as set forth in the prior contract; and,

WHEREAS, Pessina Tree Services, LLC has agreed to provide such services as set forth in the Contract as agreed to by a letter to the Village dated May 12, 2014, which is attached hereto and incorporated herein as Exhibit "B".

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

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

**Section 2.** The Village and Pessina Tree Services, LLC hereby extend the term of the Contract for the period from May 27, 2014, to April 30, 2015, with the cost not to exceed the unit prices set forth in the prior contract.

**Section 3.** Notwithstanding anything to the contrary, Pessina Tree Services, LLC hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 27, 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: Frank J. Tuller  
Mayor

ATTEST:  
Christine Hanson  
Village Clerk

Pessina Tree Services, LLC

By: [Signature]  
Its: Owner

ATTEST:  
Karen Wallace

RESOLUTION NO. 13-R- 39

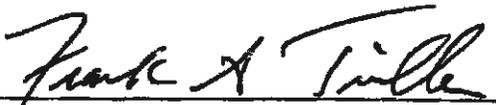
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – TREE AND STUMP REMOVAL SERVICES – PESSINA TREE SERVICES, LLC

---

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 with Pessina Tree Services, LLC to complete the 2013 Tree and Stump Removal Services Contract in an amount not to exceed \$118,361.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 8<sup>th</sup> day of June, 2013

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:



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

ROLL CALL VOTE:

AYES: Baker, Berglund, Davi, Kelly, Mistale, Ogger and

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**TREE AND STUMP REMOVAL SERVICES FOR VILLAGE PARKS & ROADSIDE  
RIGHTS OF WAY, MEDIANS, PARKWAYS, AND SPECIFIED FACILITIES**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
May 1, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**  
**\*\* 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:	JULY 1, 2013 – DECEMBER 1, 2013
ACCOUNT NUMBER:	_____
BID DEPOSIT: <i>(Certified Check, Bank Cashier's Check or Bid Bond)</i>	5% of Bid Amount <i>(See Page 4)</i>
PERFORMANCE BOND(S) REQUIRED:	No
DRAWINGS:	None
BID OPENING -- DATE/TIME/LOCATION:	<b>10:30 AM CST June 26, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> 7760 Quincy Street Willowbrook, Illinois 60527

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

Tim 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:**                    **TREE AND STUMP REMOVAL SERVICES FOR VILLAGE PARKS & ROADSIDE RIGHTS OF WAY, MEDIANS, PARKWAYS, AND SPECIFIED FACILITIES**

**Bid Opening:**            **10:30 AM CST June 26, 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:**

Pessina Tree Service, LLC

45W520 Jeter Road

Big Rock, IL 60511

**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 #15  
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 thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

**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. The Village has the option of awarding a tree removal contract and stump removal contract to separate vendors.

**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTEES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

A. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

#### **SUBCONTRACTS**

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

**CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

**V. INSURANCE SPECIFICATIONS**

1. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
2. The successful Bidder shall maintain limits no less than:

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

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 CHR INS. Agency

B. Policy Number CL0121323, PL054354, CL121323

C. Policy Term: (From) 5/12/13 (To) 5/12/14

D. Endorsement Effective Date 6/11/13

E. Named Insured Village of Willowbrook

F. Address of Named Insured 7760 Quincy St Willowbrook, IL 60527

G. Limit of Liability Any One Occurrence/  
Aggregate \$ 2,000,000

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

2. **VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish 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 thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said 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, Dale Pessina (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: owner

Organization: Pessina Tree Service, LLC

Address: 45W520 Jeter Rd Big Rock, IL 60611

Phone: 630-556-3985 Fax: 630-556-4543

**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: Dale Pessina  
Name of Insured: Village of Willowbrook  
Policy Number: CL0121323, PL654354, CL121325  
Policy Period: 5/12/13 - 5/12/14  
Endorsement Effective Date: 6/11/2013

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

Village of Willowbrook

---

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

Pessina Tree Service, LLC, as part of its bid on a  
(Name of Contractor)

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

By: [Signature]  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 20<sup>th</sup> day of  
June 20 13.

MY COMMISSION EXPIRES:

1/20/2015

[Signature]  
NOTARY PUBLIC



CONTRACT - Page One of Two

1. This agreement, made and entered into this 8<sup>TH</sup> day of JULY 2013, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and PESSINA TREE SERVICES, LLC
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, PESSINA TREE SERVICES 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)

Attest:

By: Larry Hansen  
Village Clerk



By: T. J. Held  
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

Pessina Tree Service LLC

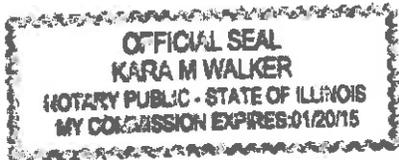
By: Heather Bruffet  
Secretary

By: [Signature]  
President

SUBSCRIBED AND SWORN BEFORE ME

This 20<sup>th</sup> day of June, 2013.

MY COMMISSION EXPIRES: 1/20/2015



Kara M Walker  
NOTARY PUBLIC

**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.

**L. 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.

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

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

#### A. TREE REMOVALS

##### 1. SCOPE OF WORK

These Detailed Specifications are for the removal of specified park and parkway trees within the Village of Willowbrook. The contract and work shall be carried out in conformance with the Ordinances of the Village of Willowbrook and these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Willowbrook.

The contract will cover the period of July 9, 2013 through December 1, 2013.

##### 2. LOCATION OF TREE REMOVAL WORK

The location of the work is known as: PUBLIC RIGHT-OF-WAY (parkways, Village parks, medians, and other specified facilities) within the Village of Willowbrook, Illinois. All trees will be clearly marked with a dot of paint on the trunk side facing the street and correspond to a location list supplied by the Village. Any tree dotted in a similar manner and not on the location list, or on the location list but not dotted should be brought to the attention of the Village for a determination. All tree removal work is to be done in accordance with the enclosed removal specifications.

It is the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

##### 3. COMMENCEMENT OF WORK

The bidder shall remove **ALL** trees designated by October 1, 2013 - unless the Village grants an extension. The request for an extension must be in writing. Diameter inch total across all size classes is estimated at 4000 inches. Trees will be marked with a paint dot on the trunk.

##### 4. CLEANUP

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree removal operations.

##### 5. REMOVAL OF DEBRIS

All debris from tree removal operations shall be removed from the site and from the Village of Willowbrook within twenty-four (24) hours after debris has been placed, unless authorized by the Village. No on site or Village owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. Additionally, no debris or logs shall be given to residents since they may harbor the Emerald Ash Borer. Under no circumstances shall debris be left on the

parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

**6. METHOD OF MEASURING**

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

**B. STUMP REMOVAL**

**1. SCOPE OF WORK**

These Detailed Specifications are for the removal and restoration of parkway stumps within the Village of Willowbrook. The contract and work shall be carried out in conformance with the Ordinances of the Village of Willowbrook and these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Willowbrook.

**2. LOCATION OF STUMP REMOVAL AND RESTORATION WORK**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Willowbrook, Illinois, on right-of-way or on property furnished by the owner. All stumps in the Village parkway on the streets in the general area shall be removed. All stump removal and restoration work is to be done in accordance with the enclosed removal specifications.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the stump grinding debris.

**3. METHOD OF MEASURING**

Stumps shall be identified and priced according to two size categories: 1) 18 inches and under and 2) 19 inches and over. Diameters are based on the original diameter of the tree measured at DBH.

**4. STUMP REMOVAL**

The contractor shall remove all tree stumps and buttress roots designated by the Public Works Foreman or representative to a point EIGHT inches (8") below the adjacent ground level. Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the parkway in the parkway area adjacent to the stump. All parkway areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded.

**5. NOTIFICATION BY VILLAGE**

The Village will provide the vendor with a list containing the addresses and number of stumps to be removed for each period. The Contractor will submit this list to J.U.L.I.E. to be located prior to stump removal. The Contractor must submit the list to

**J.U.L.I.E. no more than three (3) working days after receipt from the Village. The Contractor must otherwise comply with all J.U.L.I.E. requirements.**

**6. NOTIFICATION BY CONTRACTOR**

The Contractor shall notify the Public Works Foreman or representative when all locations have cleared J.U.L.I.E and prior to beginning work each day on this contract.

**7. SITE APPEARANCE AND DISPOSAL OF STUMP GRINDINGS**

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with appropriate tools and equipment for the job. **The contractor shall clean up the site and remove all grindings and debris and complete backfilling within TWENTY-FOUR (24) hours of grinding.** Grinding debris generated by the work described in this contract shall be the responsibility of the contractor. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property. Environmentally accepted practices of debris disposal are also an important part of this work.

**8. BACKFILLING**

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within **twenty-four (24) hours** of debris removal. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. **Grindings (chips) and debris must not be used as backfill material.**

**9. SEEDING**

All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed shall be a mixture composed of fifty (50%) percent Kentucky Bluegrass, thirty (30%) thirty percent Perennial Rye Grass, and twenty (20%) percent Creeping Red Fescue.

**10. SUCKER GROWTH**

In the event that adventitious (sucker) growth should occur, the contractor shall be responsible for regrinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

**11. CONTRACT PERIOD**

The initial contract shall be from July 9, 2013 to December 1, 2013. The Village of Willowbrook may renew the contract for two (2) optional years.

**12. BILLING & PAYMENT**

The Village will pay all undisputed invoices within 30 days of approval. Bills for services rendered shall itemize each stump's location, date removed and diameter of the stump. The Village shall provide forms for this purpose.

## **C. GENERAL DETAILS**

### **1. 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.

### **2. MEETING BEFORE WORK BEGINS**

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

### **3. EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPARTMENT OF AGRICULTURE)**

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrius planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village of Willowbrook, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village of Willowbrook and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under **NO CIRCUMSTANCES** shall logs from ash trees be left for homeowners.

### **4. ALTERATIONS, OMISSIONS AND EXTRA WORK**

Any The Village of Willowbrook reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

### **5. 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.

6. **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.
7. **PERIODIC INSPECTION**  
The bidder shall notify the office of the Village at the beginning and end of any workday crews are in Willowbrook giving the location of that day's work. This notification shall consist of the **starting location and work completed for that day**. The Village must also be notified on any work day that crews will **not** be in Willowbrook prior to completion of any given removal list. The Public Works Foreman or his representative will periodically inspect the work and will always be available should any problems arise. The Village can be contacted at (630) 323-8215.
8. **CONTRACTOR'S REPRESENTATIVE**  
Competent English speaking supervisory personnel shall be present on the job at all times. The supervisory personnel shall have full authority to act for the bidder, and receive and execute orders from the Public Works Foreman or appointed representative. 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.
9. **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 shall update the Public Works Foreman 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.
10. **WORKERS**  
The bidder shall employ competent laborers and shall replace, at the request of the Public Works Foreman, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the Village's workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.
11. **ARBORIST CERTIFICATION**  
There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.
12. **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.

The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. The Contractor is to erect warning signs and furnish adequate barricades for the purpose of directing traffic during tree removal operations.

While overhead removal work is taking place, the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

**13. 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.

**14. REPORTING**

The bidder shall keep weekly records of work completed on forms furnished by the Village of Willowbrook and all other reports it may deem necessary. These records will be turned into the Village's office or faxed each Friday upon completion of the work for that week and with the appropriate corresponding statement in the format designated by the Village.

**15. 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.

**16. 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 Public Works Foreman, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

**17. 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

**18. 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.

**19. 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.

**20. 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.

**21. 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;
- failure of the contractor to be accessible to the Village or respond to requests to complete work;
- failing to clean-up debris.

**22. 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.

**23. 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.

**24. 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.

**25. FUEL/OILING**

Spilling gasoline and oil kills the grass. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

**26. ADDITIONS OR DELETIONS**

The Village reserves to right to increase or decrease quantities and number of any item or portion of the work, or to omit portions of the work as may be deemed necessary. 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.

**27. 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 weekly progress that has been performed by the Contractor during the previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

**28. ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY**

The Village offers a private participation tree removal and stumping program to interested property owners. The Contractor will be required to remove trees on private property at the unit price stated under "Additional Work" on the bid document. Work on private property, including brush removal and cleanup will be performed to the same specifications as provided in this document for removal and stumping of trees on public property. The agreement for the work will be between the Contractor and the resident.

The Program will work as follows:

- Step 1: Property owners who live in the area where tree removal will take place will receive a letter from the Village stating the Contractor name and price for tree removal and stumping.
- Step 2: The property owner contacts the Contractor and arranges for tree removal and stumping. All quotes must be provided in writing and agreed to in writing by the homeowner.
- Step 3: The Contractor invoices the property owner for the cost to perform the removal and stumping. The cost of the work is based upon the bid award for additional work.

- Step 4: The property owner submits payment directly to the Contractor.
- Step 5: A report shall be prepared during the contract period and submitted to the Village in a typed form listing location (address), number of trees removed, and amount invoiced to each property owner. The report shall be submitted to the Village upon completion of the entire project.

In instances where the Contractor cannot remove a tree on private property due to an obstruction or other extenuating circumstance(s) he must contact the Director of Municipal Services or his designee to view the site. If the Director or his designee agrees that conditions exist which reasonably prevent removal of the tree(s) the Contractor will not be required to remove the tree.

Village of Willowbrook

**TREE REMOVAL SPECIFICATIONS BID FORM - PAGE 1 OF 3**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated.

Parkway Tree Removal 2013 (July 1 - October 1)

<u>A</u> <u>Size</u> <u>Class</u>	<u>B</u> <u>D.B.H.</u>	<u>C</u> <u>\$Price / Inch</u>	<u>D</u> <u>Average</u> <u>Diameter</u>	<u>E</u> <u>Estimated</u> <u># of</u> <u>Removals</u>	<u>F</u> <u>Total</u> <u>Inches</u>	<u>G</u> <u>Total</u> <u>Price</u> <u>(C*F)</u>
1	0" - 12"	\$ <u>24.00</u>	7"	<u>83</u>	<u>595</u>	<u>14,280.00</u>
2	12.1" - 18"	\$ <u>20.00</u>	16"	<u>90</u>	<u>1,395</u>	<u>27,900.00</u>
3	18.1" - 24"	\$ <u>18.00</u>	22"	<u>35</u>	<u>755</u>	<u>13,590.00</u>
4	24.0" - 30"	\$ <u>23.00</u>	27"	<u>14</u>	<u>373</u>	<u>8,579.00</u>
5	30.1" +	\$ <u>21.00</u>	39"	<u>17</u>	<u>660</u>	<u>13,860.00</u>
Total Price: <u>78,209.00</u>						

Additional Work: Private Participation Program

<u>A</u> <u>Size</u> <u>Class</u>	<u>B</u> <u>D.B.H.</u>	<u>C</u> <u>\$Price / Inch</u>
1	0" - 12"	\$ <u>35.00</u>
2	12.1" - 18"	\$ <u>40.00</u>
3	18.1" - 24"	\$ <u>55.00</u>
4	24.0" - 30"	\$ <u>75.00</u>
5	30.1" +	\$ <u>100.00</u>

Village of Willowbrook

STUMP REMOVAL SPECIFICATIONS BID FORM - PAGE 2 OF 3

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated.

Stump Removal and Parkway Restoration

Estimated Quantity

239 Stumps (2013)  
Grinding, Clean up & Restoration

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Size</u> <u>Class</u>	<u>Diameter</u>	<u>Unit Price</u>	<u># of Removals</u>	<u>Total</u> <u>Price (C*D)</u>
1	1" - 18"	\$ <u>168.00</u>	<u>173</u>	<u>29,064.00</u>
2	19" and up	\$ <u>168.00</u>	<u>66</u>	<u>11,088.00</u>
Total Price:				<u>40,152.00</u>

Additional Work: Private Participation Program

<u>A</u>	<u>B</u>	<u>C</u>
<u>Size</u> <u>Class</u>	<u>D.B.H.</u>	<u>\$Price / Inch</u>
1	1" - 18"	\$ <u>12.00</u>
2	19" and up	\$ <u>12.00</u>

Company Name Pessina Tree Service, LLC  
Date: 6/20/13

Village of Willowbrook

TREE AND STUMP REMOVAL SPECIFICATIONS BID FORM -  
PAGE 3 of 3

(CONTRACT EXTENTION)

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

Company: Pessina Tree Service LLC  
Address: 45 W 520 Jeter Rd  
Big Rock, IL 60611  
Telephone No. 630-556-3985 Fax No. 630-556-4643  
Signature:   
Name and Title: (Please Print) Dale Pessina, owner  
Date: 6/18/13

Subscribed and sworn before me this 20<sup>th</sup> day of JUNE, 2013

MY COMMISSION EXPIRES:



1/20/15  
KARA M Walker  
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: Bristol Township Hwy Dept.  
Address: P.O. Box 165 Bristol IL 60512  
Phone # / Fax #: 630-553-0101 Fax 630-553-0118  
Contact Person: Jeff Corniels  
Dates of Service (from - to): 15 yrs - current

Company Name: Indian Prairie School Dist. #204  
Address: 3003 West 103rd Naperville, IL 60564  
Phone # / Fax #: 630-375-3000 Fax 630-375-3002  
Contact Person: Ismael Carrizales  
Dates of Service (from - to): 20 yrs - current

Company Name: Oswego Township Hwy Dept.  
Address: 1150 Rf 25 P.O. Box 192 Oswego, IL 60543  
Phone # / Fax #: 630-264-4587 Fax 630-264-6695  
Contact Person: Gary Grosskopf  
Dates of Service (from - to): 25 yrs - current

Company Name: Geneva Construction Company  
Address: P.O. Box 998 Aurora, IL 60507  
Phone # / Fax #: 630-892-4357 Fax 630-892-7738  
Contact Person: Cass Price  
Dates of Service (from - to): 4 yrs - current

June 11, 2013

PESSINA TREE SERVICE  
45W520 JETER RD  
BIG ROCK, IL 60511-9743

Dear PESSINA TREE SERVICE,

We are pleased to present you with this Bid Bond.

Our agency has reviewed your current bid bond need based on the information you have provided to us for this job proposal. If the job is awarded to your company, and final bonds are required, the premium based on the estimated bid amount would be \$3,255.00. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Their A++ (Superior) rating by A.M. Best Company places them among the top four percent of all companies within the insurance industry. Their financial strength is your security should a loss occur.

Please contact our agency for all your bond needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to CRH INSURANCE AGENCY LLC for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

CRH INSURANCE AGENCY LLC

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DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BU134749

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of November, 2012

Kenneth R. Schroeder

Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 2nd day of November, 2012, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st , 2014

Amanda Lamp

Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 11th day of June , 2013



William F. Woodbury, First Vice President, Secretary and General Counsel



Agency Code: 04045700  
 Agency Name: CRH INSURANCE AGENCY LLC  
 Agent's Name: \_\_\_\_\_  
 Agency Fax #: 630-208-8497  
 Policy #: BD134749

**APPLICATION FOR CONTRACT BOND**

Does agency have A-O Power of Attorney?  Yes  No

(One-Time Bond Only)

Quick Contract Bond (up to \$250,000)

**CONTRACTOR DATA**

Type of Business:  Corporation  Individual  Joint Venture  LLC  Partnership

Business Name: PESSINA TREE SERVICE

Business Address: 45W520 JETER RD

City: BIG ROCK State: ILLINOIS Zip: 60511 Phone: (630) 556-3985

FEIN: 205939989 State of Incorporation: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Type of Work: TREE TRIMMING AND REMOVAL

Years of Experience in This Type of Work: 30 Largest Job Completed in the Last 5 Years: \$425,000.00

Work in Progress: \$125,000.00

If the Applicant has an Auto-Owners Insurance Group Tailored Protection Policy give Policy # None

Is this contractor currently set up for contract bonds with Auto-Owners? No

Has your business ever been bonded for Bid, Performance, or Payment bonds?  Yes  No

Was your last Bid, Performance, or Payment bond written with Auto-Owners?  Yes  No

Have you been declined for Bid, Performance, or Payment bonds in the past five years?  Yes  No

**BOND INFORMATION**

DOES THE OBLIGEE (OWNER) REQUIRE THEIR OWN BOND FORM?  Yes  No IF SO, PLEASE ENCLOSE A COPY.

**Bid Bond:**

Bid Date: 06/26/2013 Amount of Bid \$118,361.00 % of Bid 5

Obligee (Owner): VILLAGE OF WILLOWBROOK

Obligee (Owner) Address: 7760 S QUINCY ST City: WILLOWBROOK State: IL Zip: 60527

Phone: (630) 323-8215 Fax: \_\_\_\_\_

Job Description: TREE & STUMP REMOVAL AT VARIOUS LOCATIONS THROUGHOUT WILLOWBROOK

Physical Address of Job: \_\_\_\_\_

Liquidated Damages (LDs): \$0.00

Start Date: 07/01/2013 Completion Date: 12/01/2013

Percentage of work subcontracted: 0.00% Maintenance Period: 12/01/2014

In which state is the job to be performed: ILLINOIS

Is the current job in a state in which your business has previously operated? Yes

For which sector will this job be performed?  Federal

Private, including completion bonds  Other public, including state, county or municipality and subdivision bonds

**INDENTORS**

(Provide the information below on all owners and officers; use additional sheet if necessary)

Name: DALE PESSINA	Name: _____
Address: 45W520 JETER RD	Address: _____
City/State/Zip: BIG ROCK, IL 60511	City/State/Zip: _____
SS#: 352-66-6047    Marital Status: Single	SS#: _____    Marital Status: _____
Phone: (830) 556-3985	Phone: _____
Email Address: _____	Email Address: _____
% of Business Ownership: 100.00%    Title: Member	% of Business Ownership: _____    Title: _____
Spouse Name: _____	Spouse Name: _____
SS#: _____	SS#: _____
Phone: _____	Phone: _____
Email Address: _____	Email Address: _____

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
SS#: \_\_\_\_\_    Marital Status: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
% of Business Ownership: \_\_\_\_\_    Title: \_\_\_\_\_  
Spouse Name: \_\_\_\_\_  
SS#: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

General Comments: PLEASE REVIEW FOR LONG TIME CLIENT WITH OUR AGENCY

## INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows: First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability; Second, to indemnify the Company against all loss, costs, damages, expenses and attorneys fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; Third, that the Company shall have the right, and is hereby authorized but not required: (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond; (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorneys' fees; (c) To fill up any blanks in herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct; Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or (2) of any breach of the agreements herein contained; or (3) of the default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual: (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them; (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract; (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that hereafter may become due; Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not; Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, given to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company; Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon; Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or hereafter arising; Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

## NOTICE TO APPLICANT

**FLOR DA ONLY** "Any person who knowingly and with intent to defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may be subject to penalties including imprisonment, fines and denial of insurance benefits."

## IMPORTANT

**Sole Proprietorship:** Applicant must sign on behalf of the company. Spouse must sign personal indemnity below.

**Partnership:** Partners must sign on behalf of the company. Spouses must sign personal indemnity below.

**Corporation:** Two corporate officers must sign on behalf of corporation.  
Two corporate officers and spouses must sign personal indemnity below.

**Limited Liability Company:** Two Managers/Members must sign on behalf of the company.  
Two Managers/Members and spouses must sign personal indemnity below.

**SIGNATURES**

Company Name: **PESSINA TREE SERVICE**

Print Name & Title **DALE PESSINA Member**

Signature X \_\_\_\_\_

**Personal Indemnitors:**

Print Name **DALE PESSINA**

Print Name \_\_\_\_\_

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

Signed this 11th Day of June, 2013

Signed this 11th Day of June, 2013

Print Name \_\_\_\_\_

Signature X \_\_\_\_\_

Signed this 11th Day of June, 2013

**Proxy Designation** I designate J.F. Harrold, J.S. Tagsold and R.J. Rupp and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Signed \_\_\_\_\_

(Applicant)

Date

6/20/2013



Bond Number BD134749

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, PESSINA TREE SERVICE of 45W520 JETER RD BIG ROCK, IL 60511 (hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF WILLOWBROOK 7760 S QUINCY ST, WILLOWBROOK IL 60527 (hereinafter called the Oblige), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for TREE & STUMP REMOVAL AT VARIOUS LOCATIONS THROUGHOUT WILLOWBROOK

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of June, 2013

Kara M. Weber  
Witness

[Signature]  
PESSINA TREE SERVICE Principal  
owner  
Title

Amanda Lamp  
Amanda Lamp Witness

AUTO-OWNERS INSURANCE COMPANY  
[Signature]  
Jim House Attorney-in-Fact



Sond Number BD13-1749

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 11th day of June, 2013, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of AUTO-OWNERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



*Amanda Lamp*

\_\_\_\_\_  
Amanda Lamp  
Notary Public in the State of Michigan  
County of Eaton

AMANDA LAMP  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires January 1st, 2014  
Acting in the County of Eaton

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**ADDENDUM NO. ONE**

---

**PREPARED BY:** Garrett Hummel

**DATE PREPARED:** 29 May 2013

**PROJECT:** Tree and Stump Removal Services for Village Parks & Roadside Rights of Way, Medians, Parkways, and Specified Facilities

**PROJECT NO.:** 2013-02

**OWNER:** Village of Willowbrook

**COPIES TO:** All Bidding Contractors of Record  
Tim Halik / Village of Willowbrook

**NOTE:** The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

**Below and attached, please find the modified specification:**

1. Page 2, Paragraph 3, containing the following language: "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." Shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

2. Page 18, Section F, entitled "Prevailing Wages", shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

3. Page 27, Section C, Part 17, entitled "Prevailing Wages", shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

The following addendum must be signed and returned with bid submittal.

Page Two  
Addendum Number One  
May 29, 2013

I/we have received Addendum Number One/Tree and Stump Removal Specification:

COMPANY NAME: Pessina Tree Service, LLC

AUTHORIZED SIGNATURE: 

ATT: Pages 2,18,27

END OF ADDENDUM NO. 1

---

**ADDENDUM NO. TWO**

---

**PREPARED BY:** Garrett Hummel

**DATE PREPARED:** 11 June 2013

**PROJECT:** Tree and Stump Removal Services for Village Parks & Roadside Rights of Way, Medians, Parkways, and Specified Facilities

**PROJECT NO.:** 2013-02

**OWNER:** Village of Willowbrook

**COPIES TO:** All Bidding Contractors of Record  
Tim Halik / Village of Willowbrook

**NOTE:** The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

**Below and attached, please find the modified specification:**

1. Page 29, Section 28, entitled "ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY", shall be deleted in its entirety and replaced with the following language:

**"ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY"**

The Village offers a private participation tree removal and stumping program to interested property owners. The Contractor will be required to remove Ash trees on private property at the unit price stated under "Additional Work" on the bid document. Work on private property, including brush removal and cleanup will be performed to the same specifications as provided in this document for removal and stumping of trees on public property. The agreement for the work will be between the Contractor and the resident.

The Program will work as follows:

- Step 1: Property owners who live in the area where tree removal will take place will receive a letter from the Village stating the Contractor name and price for Ash tree removal and stumping.
- Step 2: The property owner contacts the Contractor and arranges for Ash tree removal and stumping. All quotes must be provided in writing and agreed to in writing by the homeowner.
- Step 3: The Contractor invoices the property owner for the cost to perform the removal and stumping. The cost of the work is based upon the bid award for additional work.
- Step 4: The property owner submits payment directly to the Contractor.
- Step 5: A report shall be prepared during the contract period and submitted to the Village in a typed form listing location (address), number of trees removed, and amount invoiced to each property owner. The report shall be submitted to the Village upon completion of the entire project.

In instances where the Contractor cannot remove an Ash tree on private property due to an obstruction, access issues, or other extenuating circumstance(s), the Contractor must contact the

Illinois Department of Agriculture

EMERALD ASH BORER COMPLIANCE AGREEMENT

Nursery, Nursery Dealer, Landscape Waste, Tree & Shrub Maintenance, Tree Pruning & Removal, Firewood

Company Name: Pessina Tree Service, LLC Contact Name: Mr./Ms. Mr. Dale Pessina
Mailing Address: Street 450520 Jeter City/Town Big Rock State IL Zip code 60511
Telephone: 630/596-3985 Fax: E-mail: pessinatreeservice@yahoo.com
County Kane
Disposal or Processing Yard Location (if different than mailing address above): Street Same
City/Town Zipcode County

Applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (Agrilus planipennis) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed in this agreement or with other procedures as required by the Director of the Illinois Department of Agriculture as follows:

- 1. From April 30 to September 1, regulated article(s) originating on EAB-infested properties shall only be transported within regulated areas in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or other tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
2. Regulated articles shall not be moved out of quarantine zone(s) unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/4 inch of sapwood has been removed; or c) the regulated articles are moved to a certified processing site (Certified processing sites may accept any regulated articles from September 1st to April 30th. Only regulated articles processed to a size measuring less than 1.0 inch in two dimensions or with the bark and outer one-half inch of sapwood removed may be accepted by a certified processing site from April 30 to September 1st);
3. All ash stumps will be ground to eight inches (8") below the soil surface and covered with soil;
4. Employers will inform their employees about the EAB quarantine zone(s) borders and about EAB quarantine regulations. Employers will also instruct employees how to identify the EAB and its signs;
5. The Illinois Department of Agriculture will be informed of any suspected EAB infestation;
6. A copy of this compliance agreement will be carried by employees working within EAB quarantine zone(s);
7. Per this agreement, ash products, ash nursery stock and/or live ash trees that originate from or are brought into a quarantine zone may not be removed from the zone, and may be subject to confiscation and destruction; and
8. Movement of ALL deciduous (non-coniferous) firewood out of or through the quarantine zone(s) is prohibited, regardless of initial origin unless the firewood has been kiln-dried and is accompanied by an appropriate regulatory certificate.

"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (Agrilus planipennis Fairmaire) in any living stage of development;
2) Ash trees (Fraxinus spp.) of any size;
3) Ash limbs and branches;
4) Any cut non-coniferous firewood;
5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary or voided for non-compliance by the Department.

Signature Title Dale Pessina Owner Date Signed 8-19-09

State Agency Official Signature Compliance Agreement No:

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB. (9/16/2007, EAB Compliance Agreement V.doc)

mailed 8/19/09

# International Society of Arboriculture

## Certified Arborist

*Jacob W. Pessina*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the abobe named is hereby recognized as an ISA Certified Arborist.

*D. Gunn*

Certification Board, Chair  
International Society of Arboriculture

*J. Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

IL-5059A

Jun 10, 2008

Jun 30, 2014

Certificate Number

Certified Since

Expiration Date

## Equipment List

2012 Ford F350

2000 International 4700

72" Brush Mower

Skidsteer Grapple

2004 International 4200

2004 Vermeer BC-2000 XL Chipper

SC 752 Stump Cutter

2000 Vermeer Stump Grinder

1996 Vermeer M672 Stump Grinder

1997 Case Skid Loader

2005 Bobcat T300 Turbo mini Skidsteer

2002 GMC 7500

1996 GMC K29 2500

2003 International Truck

2004 Dolittle Trlr

2003 McClain Trlr

2008 Bri-Mar Trlr

2012 Inperial Split Floor Trlr

2005 Ploaris M500 Sportman ATV 4x4

2003 Kubota Tractor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2013

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> CRH Insurance Agency, LLC 1250 Executive Place Suite 302 Geneva, IL 60134	<b>CONTACT NAME:</b> PHONE (CC, No, Ext): 630-208-8496 FAX (CC, No): 630-208-8497 E-MAIL: admin@crinsurance.net ADDRESS:
	<b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> Pessina Tree Service LLC 45W520 Jeter Road Big Rock IL 60511	<b>INSURER A:</b> Pekin Insurance
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **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.

INSTR LTR	TYPE OF INSURANCE	APPLICATION (END) (END)	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (RENEWAL) (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CL0121323	5/12/2013	5/12/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		P654354	5/12/2013	5/12/2014	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property		CL121323	5/12/2013	5/12/2014	\$152,260

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insureds: Village of Willowbrook, its officials, agents, employees and volunteers

<b>CERTIFICATE HOLDER</b> Village of Willowbrook Attn: Administration Dept. 7760 Quincy Street Willowbrook, IL 60527	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy Number:

Date Entered: 4/19/2011

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2013

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> First Choice Insurance Consulting 409 Beltline Rd., Ste 140 Collinsville, IL 62234	<b>CONTACT NAME:</b> PHONE (incl. Ex.): (618) 343-0795	<b>FAX (incl. No.):</b> (618) 343-0814
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Pessins Tree Service, LLC  45W520 Jeter Road Big Rock, IL 60511	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> American Interstate Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

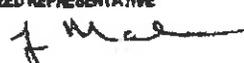
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 C AIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/R <input checked="" type="checkbox"/> N/A	AVWCIL2155082012	11/1/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

Village of Willowbrook Attn: Administrative Department 7760 Quincy Street Willowbrook, IL 60527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## PESSINA TREE SERVICE, LLC.



*45W520 Jeter Road  
Big Rock, IL 60511  
Office: 630-556-3985  
Fax: 630-556-4543  
Cell: 630-417-4714*

[pessinatreeservice@yahoo.com](mailto:pessinatreeservice@yahoo.com)

**May 5, 2015**

**Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527**

**Att: Garrett Hummel**

**Re: Contract renewal**

**This letter serves that Pessina Tree Service, LLC is renewing its contract with The Village of Willowbrook for the year of 2015, at the same rates as in the previous contract. If you have any questions please feel free to call our office.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Dale Pessina", followed by a horizontal line extending to the right.

**Dale Pessina  
Owner**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

**A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR THREE 2015 FORD TAURUS POLICE VEHICLES THROUGH THE SUBURBAN PURCHASING COOPERATIVE.**

AGENDA NO. 71

AGENDA DATE: 05/11/2015

**STAFF REVIEW:** Mark Shelton, Chief of Police

**SIGNATURE:**



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

**SIGNATURE:**



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

**SIGNATURE:**



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

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

The department has budgeted, under line item 01-30-680-625, for new police vehicles. These new vehicles will replace existing police vehicles which have a very high number of miles and wear.

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

The department will order three, 2015 Ford Taurus passenger vehicles. These vehicles will be used by the Deputy Chief and Investigators and replace current vehicles. The order will be completed with Bredemann Ford, 2038 Waukegan Road, Glenview, Illinois. Bredemann Ford is a member of the Suburban Purchasing Cooperative, SPC Contract #125A. The total cost for all vehicles will be \$55,301.00.

#### ACTION PROPOSED:

APPROVE PURCHASE OF THREE 2015 FORD TAURUS POLICE VEHICLES WITH BREDEMANN FORD

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

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR THREE 2015 FORD TAURUS POLICE VEHICLES THROUGH THE SUBURBAN PURCHASING COOPERATIVE

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized to place an order for three 2015 Ford Taurus police vehicles, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

# **EXHIBIT "A"**

Bredemann Ford Invoice Numbers: 73750, 73753, 73754





### NEW VEHICLE BUYER'S ORDER

<b>BREDEMANN FORD IN GLENVIEW</b> 2038 WAUKEGAN ROAD - GLENVIEW, IL 60025 PHONE (847) 998-4000 FAX (847) 998-8760				DEAL # <b>73750</b>	E-MAIL(S)		
DATE <b>05/05/2015</b>				DELIV DATE <b>05/05/15</b>	HOME # ( ) -		
BREDEMANN.COM		CLIENT ID#	REP# / NAME	WORK #	( <b>630</b> ) 325-2808		
PURCHASER VILLAGE OF WILLOWBROOK				CELL PHONE # 1	( ) -		
CO-PURCHASER				CELL PHONE # 2	( ) -		
STREET <b>7760 S QUINCY ST</b>		CITY <b>WILLOWBROOK</b>	STATE <b>IL</b>	ZIP <b>60521</b>			
NEW	XX YEAR <b>2015</b>	MAKE <b>FORD</b>	MODEL <b>TAURUS</b>	TRADE YEAR	MAKE	MODEL	COLOR
DEMO							
MILES		EXTERIOR COLOR <b>TUXEDO BLK M</b>	INTERIOR TRIM <b>DUNE CLOTH B</b>	LIENHOLDER		MILES	
STOCK # <b>F 34498</b>	VEHICLE IDENTIFICATION NUMBER <b>1FAHP2D81FG159514</b>			VEHICLE IDENTIFICATION NUMBER		LICENSE #	

**OUR GOAL IS  
YOUR COMPLETE  
SATISFACTION  
IMPORTANT**

**ALL PARTIES NAMED ON THE TITLE AND CONTRACT MUST BE PRESENT.**

**WE MUST WITNESS ALL SIGNATURES.**

**THE LAW REQUIRES BEFORE DELIVERY:**

- 1) CLEAR TITLE TO THE VEHICLE TRADED OR TURNED IN.**
- 2) YOUR CURRENT VEHICLE REGISTRATION CARD AND CURRENT DRIVER'S LICENSE**
- 3) PROOF OF INSURANCE COVERAGE INCLUDING AUTO INSURANCE COMPANY NAME, AGENT'S NAME, ADDRESS, PHONE NUMBER AND POLICY NUMBER**

AS EQUIPPED: <b>INVOICE</b>	PRICE OF UNIT & ACCESSORIES	18703.00	
<b>P.O. 15-02</b>	TRADE-IN ALLOWANCE	N/A	
	CASH DIFFERENCE	18703.00	
	DOCUMENTARY SERVICE FEE	<del>1000.00</del>	
	OPTIONAL ERT FEE	<del>2300.00</del>	
	TAXABLE AMOUNT	18703.00	
	STATE & LOCAL TAXES	N/A	
	COOK COUNTY TAX	N/A	
	FLAT COUNTY TAX	N/A	
	LICENSE, TITLE & REG.	N/A	
<b>REMOTE START</b>		N/A	
	SUB-TOTAL	18703.00	
	APPROX. TRADE PAYOFF	N/A	
	TOTAL	18703.00	
REB. 1)	REB. 2)	DEPOSIT ( )	N/A
REB. 3)	REB. 4)	DEPOSIT ( )	N/A
		REBATE TOTAL	N/A
			N/A
		BAL. DUE ON DELIVERY	18703.00

COMPANY POLICY DOES NOT ALLOW THE USE OF CREDIT CARDS FOR THE ACTUAL PURCHASE OF A VEHICLE. CREDIT CARDS ARE ALLOWED FOR PAYMENT OF SERVICE CONTRACTS AND VEHICLE WARRANTIES. VALID CREDIT CARDS ARE ALSO ALLOWED AS PAYMENT IN THE SERVICE AND PARTS DEPARTMENTS.

**DOCUMENTARY FEE:** A DOCUMENT SERVICE FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$130. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$166.27 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

REFER TO RETAIL INSTALLMENT CONTRACT FOR CREDIT DETAILS. NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED.

**ONE OF THE FOLLOWING BOXES MUST BE SIGNED BY PURCHASER AND DEALER MANAGEMENT**

**NEW VEHICLE WITH MANUFACTURER WARRANTY ONLY:** THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Dealer in no way affects the terms of the manufacturer's warranty. See paragraphs 10 thru 12 on the back of this order. The advantages of the several Service contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by extended warranty.

\_\_\_\_\_  
PURCHASER TO SIGN

\_\_\_\_\_  
SALES MANAGER

**DEMONSTRATOR "AS IS" WITH BALANCE OF MANUFACTURER WARRANTY ONLY:** All warranty coverage comes from the unexpired manufacturer's warranty. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by dealer in no way affects the terms of the balance of the manufacturer's warranty in effect. See paragraphs 10 thru 12 on the back of this order and terms of the manufacturer's warranty. The dealership itself assumes no responsibility for any repairs, regardless of any oral statements about the vehicle. The advantages of several alternative extended Service Contracts available with my new vehicle have been fully explained to me, but I choose not to participate and hold Dealer harmless for any claims which could arise and be covered by an extended warranty.

\_\_\_\_\_  
PURCHASER TO SIGN

\_\_\_\_\_  
SALES MANAGER

**NEW VEHICLE WITH MANUFACTURER WARRANTY AND A SERVICE CONTRACT:** Service contract is effective only if Purchaser and Dealer sign separate forms. See paragraphs 10 thru 12 on the back of this order and terms of the Service Contract.

**DEMONSTRATOR VEHICLE WITH BALANCE OF MANUFACTURER WARRANTY AND A SERVICE CONTRACT:** The manufacturer's original warranty has not expired on this



**SPC Contract #125A**  
**Suburban Purchasing Cooperative**  
**2015 Ford Taurus SE**  
**Call: Duey Schroeder (847) 998-4024**  
**Email: [dueyschroeder@bredemmann.com](mailto:dueyschroeder@bredemmann.com)**

**Standard Package: ~~\$21,407~~ 18,299**  
**Free delivery within 30 miles of dealership**

#### **Performance/Handling**

- Brakes — 4-wheel disc with ABS
- Drivetrain — front-wheel drive
- Engine — 3.5L Ti-VCT V6
- Smart charging alternator
- Spare tire — 17" temporary
- Steering — electric power-assisted (EPAS) rack-and-pinion with drift control and active nibble control
- Suspension, front — independent MacPherson strut
- Suspension, rear — independent multilink
- Tires — P235/60R17 all-season
- Torque Vectoring Control
- Transmission — 6-speed SelectShift Automatic with thumb switch operation

#### **Safety/Security**

- AdvanceTrac electronic stability control
  - Anti-lock Braking System (ABS)
  - Traction control
- Airbags
  - Dual front
  - Front-seat side
  - Safety Canopy System with rollover sensor
- Autolock
- Belt-Minder (driver and front passenger)
- Brake assist
- Child safety locks — rear door
- Curve Control
- Illuminated entry
- LATCH (Lower Anchors and Tethers for Children) System
- MyKey
- Personal Safety System
- SecuriLock passive anti-theft system
- SOS Post-Crash Alert System

- SPACE (Side Protection And Cabin Enhancement) Architecture
- Tire Pressure Monitoring System (TPMS)

#### **Comfort/Convenience**

- Accessory delay
- Audio
  - Single-CD/MP3 capability with 6 speakers
  - Auxiliary audio input jack
- Auxiliary powerpoints (3)
  - Center stack
  - Center console storage bin
  - Rear face of the center console
- Battery saver
- Cabin particulate air filter
- Center console — front with armrest, storage bin and removable tray
- Climate control — single-zone with rear-seat heat ducts
- Coat hooks (2)
- Console — overhead with sunglasses holder
- Cup/bottle holders (8 total)
- Defroster — rear window
- Door locks — power
- Easy Fuel capless fuel filler
- Floor mats (4) — front and rear, carpeted
- Glove box — locking, dampened
- Grab handles (3)
- Keyless entry with integrated keyhead transmitters (2)
- Lighting — exterior
  - Remote perimeter lighting
- Lighting — interior
  - 2nd-row reading lights
  - Delayed accessory lighting
  - Front-row dome/map lights
- Message center with trip computer

- Mirrors, exterior — dual power with integrated blind spot mirrors
- MyFord
  - Analog displays for fuel, speedometer and tachometer
  - 4.2" color LCD display in instrument cluster includes odometer, trip odometer, fuel economy, trip elapsed time, engine oil life, system check
  - 4.2" color LCD display in IP center stack
  - 5-way controls located on steering wheel
- Seats — cloth
  - 4-way adjustable head restraints
  - Driver, 6-way power with manual recline/lumbar
  - Passenger, 6-way power with manual recline/lumbar
  - Front seat rear map pockets
  - Rear 60/40 split-fold-flat
  - Rear fixed outboard head restraints with center adjustable head restraint
  - Folding rear center armrest with (2) cupholders
- SecuriCode keyless entry keypad
- Shifter knob — urethane with chrome insert
- Steering wheel
  - Audio and cruise controls
  - Tilt/telescoping
- Sun visors — driver and passenger, sliding with illuminated mirrors
- Windows — power with driver one-touchup/-down
- Rearview Camera
- SYNC with MyFord
  - Voice-Activated Communications and Entertainment System with 911 Assist and Vehicle Health Reports

Note: SYNC Services capable, requires annual subscription available at [www.syncmyride.com](http://www.syncmyride.com). Standard on SE and SEL

- 4.2" color LCD display in Instrument Cluster and Center Stack Screen
- 5-way steering wheel control switch pads (2)

- Windshield wipers — fixed interval

#### **Design/Styling**

- Door handles, exterior — body-color
- Exhaust — quasi-dual with chrome tips
- Glass — solar-tinted
- Grille — evolutionary tri-bar, chrome and premium painted
- Headlamps — projector-beam halogen
  - Autolamp
  - Wiper-activated
- Hood — power dome
- Interior appliqués — painted
- Mirror caps, exterior — black
- Taillamps — LED
- Wheels, aluminum — 17" painted

#### **Warranty**

- Basic: 3 years/36,000 miles
- Drivetrain: 5 years/60,000 miles
- Corrosion: 5 years/unlimited miles
- Emissions: 8 years/80,000 miles
- Roadside assistance: 5 years/60,000 miles

#### **Delivery**

- Includes all manufacturers' destination & delivery charges
- Free delivery within 30 miles of dealership

#### **Mileage**

- City 19 / Hwy 29

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MOTION TO APPROVE – VILLAGE HALL RENOVATION CONTRACT: PAYOUT #7 – FINAL PAYMENT, FBG CONSTRUCTION CORPORATION	<b>AGENDA NO.</b> 7m <b>AGENDA DATE:</b> 5/11/15
--	---

**STAFF REVIEW:** Tim Halik, Village Administrator

**SIGNATURE:** Tim Halik

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

**SIGNATURE:** THOMAS BASTAIN TH.

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

**SIGNATURE:** Tim Halik

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

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

At its regular meeting on July 14, 2014, the Village Board awarded a construction contract to FBG Corporation to complete the renovation of the new Village Hall offices located at 835 Midway Drive. Work commenced on July 23, 2014. The project reached the substantial completion stage on February 12, 2015.

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

Various meetings have occurred between Village representatives, the project architect, and representatives from FBG Corporation to close out this project. Afterwards, a request for final payment was received, which was forwarded to the project architect for review. Both Village staff and Williams Architects have reviewed the request and recommend a final payout in the amount of \$349,979.84. The General Contractor has submitted current final waivers of lien, and the final payout check will not be released until copies of certified payroll accounting are submitted. A copy of the payment itemization for Payment #7 – Final Payment Request is attached.

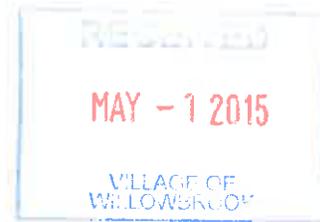
Staff would recommend that the Mayor and Board of Trustees authorize Payout #7 – Final Payment to FBG Corporation in the amount of \$349,979.84.

Also attached is a Summary of Change Orders pertaining to the Village Hall renovation project. In total, there were a forty (40) change orders throughout the project which added \$96,090.11 to the contract sum for a total project cost of \$1,527,670.11. Change order additions represented 6.71% of the original contract sum.

### ACTION PROPOSED:

Approve motion.

30 April 2015



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

Re: Village of Willowbrook  
Village Hall Remodel  
Project No. 2014-002  
Payout Request No. 7 revised

Dear Tim:

I am forwarding you two (2) executed copies of the Application and Certificate for Payment and the Sworn Statement for processing. To the best of our knowledge, information and belief, and based on confirmation from you, the work is complete and the quality of the work is in accordance with the contract documents based on monies requested. As this is the final payment for this work, please note that payment should not be released until final waivers are received from all contractors and subcontractors.

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

Cordially,

Scott Morlock, AIA, LEED AP  
Architect

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

G:\2014\2014-002 Village of Willowbrook Village Hall Offices\B. General Basic Services\_Task 20-50\B.07. Correspondence\Owner\2015 01 16 Ltr - Payout No 06.doc

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

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

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

**APPLICATION NO:** Seven (7) revised

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

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

**PERIOD TO:** 03/30/15.

**PROJECT NOS:** 2014-002

**CONTRACT FOR:** General Contracting

**CONTRACT DATE:** July 14, 2014.

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,431,580.00
2. Net change by Changes Orders \$ 105,090.11
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,536,670.11
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,536,670.11

5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00
  - (Column D + E on G703)
  - b. % of Stored Material \$
  - (Column F on G703)
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,536,670.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,186,690.27
8. CURRENT PAYMENT DUE \$ 349,979.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$116,189.61	
Total approved this Month	\$11,400.50	\$22,500.00
<b>TOTALS</b>	<b>\$127,590.11</b>	<b>\$22,500.00</b>
NET CHANGES by Change Order	\$105,090.11	

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** FBG CORPORATION

By:  Date: 4/28/15

State of Illinois County of DuPage  
Subscribed and sworn to before me this 28 day of April 2015  
Notary Public: STATE OF ILLINOIS  
My Commission expires: 04/09/17

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 349,979.84

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

**ARCHITECT:** Williams Architects  
By:  Date: 4/30/2015

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

## VILLAGE OF WILLOWBROOK - HALL RENOVATIONS

APPLICATION NO: Seven (7) revised

APPLICATION DATE: 03/30.15

PERIOD TO: 03/30/15.

ARCHITECT'S PROJECT NO: 2014-002

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
		SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	COMPLETED AND STORED TO DATE (D+E+F)							
1	Excavation/Concrete - RW Clark	\$60,850.92	\$60,850.92	\$60,850.92	\$60,850.92	\$3,000.00	\$3,000.00		\$60,850.92	100.00%		\$0.00
2	Landscaping - American Bluegrass	\$7,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00		\$7,500.00	100.00%		\$0.00
3	Asphalt - Illinois Paving	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$500.00	\$500.00		\$9,500.00	100.00%		\$0.00
4	Demolition - Robinette	\$71,600.00	\$71,600.00	\$71,600.00	\$71,600.00	\$4,622.00	\$4,622.00		\$71,600.00	100.00%		\$0.00
5	Unit Masonry - R D Masonry	\$83,120.00	\$83,120.00	\$83,120.00	\$83,120.00	\$4,347.75	\$4,347.75		\$83,120.00	100.00%		\$0.00
6	Steel - Waukegan Steel	\$57,267.75	\$57,267.75	\$57,267.75	\$57,267.75	\$19,022.00	\$19,022.00		\$57,267.75	100.00%		\$0.00
7	Millwork - Michael Hutchings	\$54,220.00	\$54,220.00	\$54,220.00	\$54,220.00	\$4,199.98	\$4,199.98		\$54,220.00	100.00%		\$0.00
8	Roofing/Composite Wall - Metal Master	\$119,937.00	\$119,937.00	\$119,937.00	\$119,937.00	\$2,300.00	\$2,300.00		\$119,937.00	100.00%		\$0.00
9	Waterproofing - ABD Waterproofing	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$875.00	\$875.00		\$2,300.00	100.00%		\$0.00
10	Doors/Hardware - J&L Metal doors	\$34,691.00	\$34,691.00	\$34,691.00	\$34,691.00	\$17,848.00	\$17,848.00		\$34,691.00	100.00%		\$0.00
11	Doors/Hardware - Raptor	\$875.00	\$875.00	\$875.00	\$875.00	\$5,817.00	\$5,817.00		\$875.00	100.00%		\$0.00
12	Storefronts - Cardinal Glass	\$51,350.00	\$51,350.00	\$51,350.00	\$51,350.00	\$17,914.75	\$17,914.75		\$51,350.00	100.00%		\$0.00
13	Gypsum Board - Vision Interiors	\$84,745.00	\$84,745.00	\$84,745.00	\$84,745.00	\$16,238.00	\$16,238.00		\$84,745.00	100.00%		\$0.00
14	Okaw Truss	\$5,817.00	\$5,817.00	\$5,817.00	\$5,817.00	\$17,210.00	\$17,210.00		\$5,817.00	100.00%		\$0.00
15	Flooring - Pinnacle Flooring	\$68,176.00	\$68,176.00	\$68,176.00	\$68,176.00	\$2,285.00	\$2,285.00		\$68,176.00	100.00%		\$0.00
16	Painting - DVM	\$24,410.00	\$24,410.00	\$24,410.00	\$24,410.00	\$16,238.00	\$16,238.00		\$24,410.00	100.00%		\$0.00
17	Stain Bricks - Nawkaw	\$16,238.00	\$16,238.00	\$16,238.00	\$16,238.00	\$2,285.00	\$2,285.00		\$16,238.00	100.00%		\$0.00
18	Toilet/Bath Access - Carney	\$2,285.00	\$2,285.00	\$2,285.00	\$2,285.00	\$43,966.00	\$43,966.00		\$2,285.00	100.00%		\$0.00
19	Acoustical Ceiling - Just Rite Acoustic	\$43,966.00	\$43,966.00	\$43,966.00	\$43,966.00	\$6,400.00	\$6,400.00		\$43,966.00	100.00%		\$0.00
20	Column Coverings - Custom Architectu	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$10,000.00	\$10,000.00		\$6,400.00	100.00%		\$0.00
21	Letter Signage - CorPro Screentech	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00		\$10,000.00	100.00%		\$0.00
22	Blinds - Allstar Drapery	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$75,500.00	\$75,500.00		\$4,000.00	100.00%		\$0.00
23	Hydraulic Elevator - Thyssenkurupp	\$75,500.00	\$75,500.00	\$75,500.00	\$75,500.00	\$49,693.00	\$49,693.00		\$75,500.00	100.00%		\$0.00
24	Plumbing - Peter Perella & Co.	\$49,693.00	\$49,693.00	\$49,693.00	\$49,693.00	\$102,405.00	\$102,405.00		\$49,693.00	100.00%		\$0.00
25	Mechanical - Quality Mechanical	\$102,405.00	\$102,405.00	\$102,405.00	\$102,405.00	\$257,298.50	\$257,298.50		\$102,405.00	100.00%		\$0.00
26	Electrical - Cameo Electric	\$257,298.50	\$257,298.50	\$257,298.50	\$257,298.50	\$20,000.00	\$20,000.00		\$257,298.50	100.00%		\$0.00
27	Bond/Insurance - FBG	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$235,024.94	\$235,024.94		\$20,000.00	100.00%		\$0.00
28	General Conditions/OH&P	\$235,024.94	\$235,024.94	\$235,024.94	\$235,024.94	\$22,500.00	\$22,500.00		\$235,024.94	100.00%		\$0.00
	Deduct for Liquidated damages	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$218,125.37	\$218,125.37		(\$22,500.00)	100.00%		\$0.00
	<b>GRAND TOTALS</b>	\$1,536,670.11	\$1,536,670.11	\$1,536,670.11	\$1,536,670.11	\$1,536,670.11	\$1,536,670.11	\$0.00	\$1,536,670.11	100.00%	\$0.00	\$0.00

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992

## FINAL WAIVER OF LIEN

State of Illinois } SS  
 County of DuPage } SS

Gty # \_\_\_\_\_  
 Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

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

THE undersigned, for and in consideration of Three Hundred Forty Nine Thousand Nine Hundred Seventy Nine and 84/100\*\*  
\$349,979.84 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
 release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said  
 above described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds  
 or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may  
 may be furnished at any time hereafter by the undersigned for the above-described premises.

Given under my hand signed and seal ed this  
28th day of April 2015

Signature and Seal: X 

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

## CONTRACTOR'S AFFIDAVIT

State of Illinois } SS  
 County of DuPage } SS  
 TO WHOM IT MAY CONCERN:

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

That the total amount of the contract including extra's is 1,536,670.11 on which he has received payment of  
1,186,690.27 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have  
 furnished material, or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or  
 for material into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor  
 or material required to complete said work according to plans and specification:

Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporation	General Contracting	1,536,670.11	1,186,690.27	349,979.84	\$0.00
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>					
		<b>\$1,536,670.11</b>	<b>\$1,186,690.27</b>	<b>\$349,979.84</b>	<b>\$0.00</b>

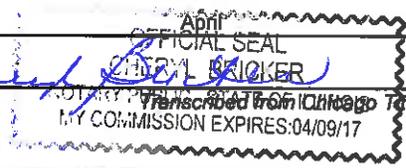
That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials,  
 labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28th day of April 2015

Signature: X 

Subscribed and sworn before me this 28th day of April 2015

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

  
 OFFICIAL SEAL  
 CHERYL KRICKER  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 04/09/17  
 Transcribed from Chicago Title Insurance Company F.1722 R5/92

**Village Hall Renovation Project**  
**Summary of Change Orders (as of 5/11/15)**

Status	Change Order Proposal No.	Change Order Issue No.	Change Order Description	Cost	Board Approved?
Accepted	1	1	Removal of old electrical duct in lower level concrete slab	\$6,365.25	Yes
Denied	2		<del>Add'l. Demo Costs - Existing Electrical Items</del>	<del>\$931.21</del>	
Denied	3		<del>P/R existing stair tread covers - NW stairwell</del>	<del>\$1,834.89</del>	
Accepted	4	2	Re-Route four (4) existing large electrical feeders	\$40,743.49	Yes
Accepted	5	3	Re-Route deteriorated electrical ground cable	\$3,530.36	Yes
Denied	6		<del>Substitute PVC for proposed cast iron drain</del>	<del>(\$1,363.25)</del>	
Accepted	7	5	Additional electric work requested (4 items)	\$5,017.91	Yes
Accepted	8	3	Drywall damage repair from removal of vinyl wallcover	\$11,316.00	Yes
Accepted	9	4	HVAC duct alteration req'd. to meet code - NW stairwell	\$6,305.72	Yes
Accepted	10	7	Fire rated assembly installation req'd. below stairway	\$1,125.71	N/A
Accepted	11	5	Additional concrete removal req'd. - existing footing	\$1,531.29	N/A
Accepted	12	1	Requested door hardware changes	\$1,473.44	N/A
Denied	13		<del>Existing sprinkler head removal</del>	<del>\$943.00</del>	
Accepted	14	12	Delete door finish film - all new red oak wood doors	(\$58.94)	N/A
Accepted	15	13	Add'l. elevator drain recommended by elevator consultant	\$1,843.57	N/A
Accepted	16R1	21	Additional stud framing required	\$1,678.54	N/A
Accepted	17	10	Delete hardwood floor - Room 208	(\$1,161.07)	N/A
Accepted	18A	11	Remove exist. steel channel @ exist. O/H door	\$2,498.95	N/A
Denied	18B		<del>Brick repair (if necessary) after steel channel is removed</del>	<del>\$1,744.55</del>	
Accepted	19A	16	Upgrade interior wood doors to walnut to match stain	\$4,950.75	Yes
Denied	19B		<del>Upgrade interior doors to white maple to match stain</del>	<del>\$2,357.50</del>	
Accepted	20	18	A/C equip. additions (boxes, conduit & cabling) - Rm. 210	\$831.02	N/A
Accepted	21	19	Add 3 floor boxes for A/C, data & phone - Conf. Rooms	\$4,506.36	Yes
Accepted	22	14	Add rigid insulation over asphalt waterproofing	\$353.63	N/A
Accepted	23	22	Add stone accent wall - Room 211	\$3,913.45	Yes
Accepted	24	15	Additional fire alarm components (per Tri-State FPD)	\$968.34	N/A
	25				
Accepted	26	17	Replace exist. damaged ceiling grid (2 areas - upper level)	\$1,591.31	N/A
Accepted	27	23	Replace all electrical outlets w/Decora trim	\$2,877.33	Yes
	28				
Accepted	29	20	Lower level reception counter security glazing	\$3,359.44	Yes
Accepted	30	24	Steel framing and drywall - Door #202B	\$471.50	N/A
Accepted	31	25	Seed & erosion blanket in lieu of sod (site restoration)	(\$1,178.75)	N/A
Accepted	32	26	Add stairs in concrete front walk due to grade	\$1,559.49	N/A
Accepted	33R1	27	R/R exist. conc. door stoop & remove section of curb	\$530.44	N/A
Accepted	34	28	Relocate wall outlets as required by final furniture plan	\$8,177.48	Yes
Accepted	35A	29	Add 2 outlets for sink faucets & 4 battery operated faucets	\$1,117.46	N/A
Denied	36		<del>Add handrail for new stairs in sidewalk</del>	<del>\$2,895.95</del>	
Accepted	37	30	Delete three (3) catch basins from site civil plan	(\$1,746.64)	N/A
Accepted	38	31	Relocate FA pull station per Tri-State requirements	\$436.14	N/A
Accepted	39	38	Field Change: Addition of steel beam in lieu of two lintels	\$5,740.75	5/11/2015
Denied	40		<del>Remove &amp; Replace conc. sidewalk for AT&amp;T pedestal</del>	<del>\$2,227.84</del>	
Accepted	41	33	Substitute two light fixtures/add two motion sensors	\$903.98	N/A
Denied	42		<del>Add wood base and shoe in mayor's office &amp; conf. room</del>	<del>\$4,328.37</del>	
Denied	43		<del>Change type of light fixture in front of elevator</del>	<del>\$684.32</del>	
	44				
Denied	45		<del>Elevator Pads for new elevator</del>	<del>\$1,582.12</del>	
Denied	46		<del>Change lock set on south exterior door</del>	<del>\$2,310.35</del>	
Accepted	47	35	Delete interior signage (will be completed by owner)	(\$282.90)	N/A
Accepted	48	36	Delete one square of sidewalk (will be poured by owner)	(\$176.81)	N/A
Accepted	49R1	39	Misc. electrical & low voltage changes and additions	\$1,192.90	N/A
Accepted	50	37	Add third handrail at entrance stairs (req'd. by code)	\$1,671.17	N/A
Accepted	51	32	Install wiring to Power Door 220A (not shown on plan)	\$1,031.61	N/A
Accepted	52	34	New Card Reader access locksets on lobby doors	\$2,180.89	N/A
Accepted	53	40	General Contractor Liquidated Damages	(\$22,500.00)	N/A

Original Contract Sum:	\$1,431,580.00
Net Change by Change Orders To Date:	\$105,090.11
Change Order Cost Reimbursement from Architect & Eng.	(\$9,000.00)
% of Net Change Orders to Original Contract Sum:	6.71%
New Contract Sum:	\$1,527,670.11

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> MAYOR'S APPOINTMENTS TO COMMITTEES OF THE BOARD OF TRUSTEES	<b>AGENDA NO.</b> <b>8</b>  <b>AGENDA DATE:</b> <u>5/11/15</u>
--	--

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>Tim Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Mayor Frank Trilla	<b>SIGNATURE:</b> <u>Frank A Trilla</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

Appointments to Village Committees are made by the mayor. Said appointments shall be made on or about May 1<sup>st</sup> of every odd numbered year. Such appointments shall be for a term of two (2) years and until a successor has been appointed (Section 1-14-3 of the Village Code of Ordinances).

Mayor Trilla hereby makes the following Committee appointments:

Public Safety Committee		
	Appointment Status:	Term Expires:
Trustee Terry Kelly	Chairman	May 2017
Trustee Suzanne Berglund	Member	May 2017

Municipal Services Committee		
	Appointment Status	New Term Expires:
Trustee Michael Mistele	Chairman	May 2017
Trustee Paul Oggerino	Member	May 2017

Finance & Administration Committee		
	Appointment Status:	New Term Expires:
Trustee Umberto Davi	Chairman	May 2017
Trustee Gayle Neal	Member	May 2017

Laws & Ordinances Committee *		
	Appointment Status:	New Term Expires:
(None at this time)	N/A	N/A
(None at this time)	N/A	N/A

\* This Committee only meets on an as-needed basis. Members will be appointed as required.

### ACTION PROPOSED:

None required.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

**RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL FOR AN ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SYSTEM AND SERVICES - BS&A SOFTWARE**

**AGENDA NO.****9****AGENDA DATE:** 5/11/15**STAFF REVIEW:** Carrie Dittman, Int. Dir. 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 (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)**

The Village hired Sikich LLP in FY 2014 to complete an ERP (Enterprise Resource Planning) assessment, which included a thorough review and documentation of the Village's current software and interviews of employees to determine current software needs and additional features requested to enhance efficiency. As a result of the assessment, a Request for Proposals (RFPs) with detailed requirements was drafted by Sikich and sent to four (4) vendors specializing in municipal software solutions. Three (3) proposals were received and the Village held full-day demonstrations for each. After receiving feedback from the staff and reviewing the software requirements met, the field was narrowed to two vendors: BS&A Software and Tyler Technologies-Incode. Two (2) second site visits were held and staff performed an in-depth review of the functionality of both.

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

Each of the software systems met most, but not all, of the Village's requirements. Both seem to offer exceptional customer service and longevity and provide features the Village does not have in its current system. A detailed report of the pros and cons of each and side-by-side pricing is detailed in the attached report prepared by Sikich. The base proposal for software and services from BS&A software is \$158,650, which includes travel expenses and anticipated staff training of 34 days. As noted in the Sikich report, a \$25,000 contingency amount for out of scope items, along with a high estimate of recreation software (which is not part of BS&A's solution) of \$20,000 and various customizations of \$35,500 have been added for a grand total of \$239,150. These contingency items are not part of the proposal, and may not be required. The Tyler Technologies price, including the same contingencies added, is \$295,210. The Village has included \$232,000 in the FY 2015/16 budget for this project, exclusive of annual maintenance costs of \$13,105 which are budgeted separately.

**ACTION PROPOSED**

Adopt Resolution and accept proposal from BS &A Software for software and services for \$158,650.

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

RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT AND EXECUTE A PROPOSAL FOR AN ENTERPRISE RESOURCE  
PLANNING (ERP) SOFTWARE SYSTEM AND SERVICES - BS&A SOFTWARE

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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 and directed to accept and execute the proposal, including the Support Agreement and Licensing Agreement, from BS&A Software to purchase an enterprise resource planning (ERP) software system, in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 11<sup>th</sup> day of May, 2015

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

Proposal for Software and Services, Presented to...

Village of Willowbrook, DuPage County IL

April 17, 2015

Quoted by: Kevin Schafer



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Contents

*Please return all pages, retaining a copy for your records.*

Cost Summary; Totals.....	3, 4, 5
Annual Service Fees.....	6
Optional Items.....	7
Acceptance.....	8
Contact Information.....	9

## Attachments

*Please retain for your records.*

Hardware Requirements  
SQL Server Pricing



## Cost Summary

Application and Annual Service Fee prices based on an approximate population of 8,600 and 2,500 utility customers. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

### Applications, New Purchase

Building Department .NET	\$6,990
General Ledger .NET	\$5,595
Accounts Payable .NET	\$4,745
Cash Receipting .NET	\$4,745
Payroll .NET	\$6,145
Miscellaneous Receivables .NET	\$4,745
Utility Billing .NET	\$5,000
Work Order .NET	\$4,745
Business License .NET	\$3,915
Internet Services	\$1,500
Timesheets .NET	\$3,565
AccessMyGov/Financials	\$3,875

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- Financial Reporting:** This requires the use of GL/Budgeting .NET. Enables users to print a financial report any time through a web interface.
- Financial Reporting (Public):** This requires the use of GL/Budgeting .NET. Provides a publicly-available section to enable members of the general public to print the financial reports the municipality has selected to share.
- Manual Journal Entry Approvals:** This requires the use of GL/Budgeting .NET. Enables users to approve journal entries they would otherwise have to approve through the .NET application.
- Invoice Approvals:** This requires the use of Accounts Payable .NET. Enables users to approve invoices they would otherwise have to approve through the .NET application.
- Purchase Order Approvals:** This requires the use of Purchase Order .NET. Enables users to approve purchase orders they would otherwise have to approve through the .NET application.
- View Work Order Schedule:** This requires the use of Work Order .NET. Enables users to view work orders scheduled within a specified date range.

AccessMyGov/Employee Self-Service

\$3,875

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- Personal Employee, Financial, and YTD Info:** This requires the use of Payroll .NET. Enables employees to: view/request changes to "master" information such as dependents, addresses, and W4 information; view

and reprint check and W2 history, and withholding and direct deposit information; view YTD totals and leave balances. Open enrollment is also available, but requires the use of Human Resources .NET.

- Employment Opportunities:** This requires the use of Human Resources .NET. Enables users to view currently available job postings.
- Timesheet Entry; My Timesheets:** This requires the use of Timesheets .NET. "Timesheet Entry" enables employees to enter timesheet info for other staff, and enables managers to view timesheets for their staff. "My Timesheets" enables employees to enter their own time.

Subtotal      **\$59,440**

## Data Conversions

Convert existing Decisions Systems data to BS&A format.

Note: Full scope of data conversions and possible costs can be determined upon a review of preliminary data.

Building Department .NET	<b>\$5,940</b>
Payroll (database setup)	<b>\$4,610</b>
General Ledger (Chart of Accounts; balances and budget as of a specified date)	<b>\$2,800</b>
Accounts Payable (vendors only)	<b>\$2,375</b>
Miscellaneous Receivables	<b>\$2,375</b>
Utility Billing	<b>\$7,000</b>
Business License	<b>\$3,330</b>
Subtotal	<b>\$28,430</b>

No conversion to be performed for:

- Cash Receipting
- Work Order
- Timesheets

## Custom Import

*Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.* **\$1,500**

## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$20,500**

## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	\$2,000
Building Department .NET	Days: 8	\$8,000
General Ledger .NET	Days: 2	\$2,000
Accounts Payable .NET	Days: 2	\$2,000
Cash Receipting .NET	Days: 2	\$2,000
Payroll .NET	Days: 4	\$4,000
Miscellaneous Receivables .NET	Days: 1	\$1,000
Utility Billing .NET	Days: 4	\$4,000
Work Order .NET	Days: 2	\$2,000
Business Licensing .NET	Days: 2	\$2,000
Timesheets .NET	Days: 3	\$3,000
AMG-Financials	Days: 1	\$1,000
AMG-Employee Self Services	Days: 1	\$1,000
	Total: 34	Subtotal \$34,000

## Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all Financial Mgt apps for which training was performed	Days: 2	\$2,000
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## Connection Requirements

AccessMyGov requires a high-speed internet connection (cable modem or DSL).

BS&A requires that all customers utilizing AMG have either an on-staff IT person, or grant BS&A a remote terminal services ability to the machine on which the service is installed. This is necessary to ensure service availability and quality.

## Cost Totals

*Not including Annual Service Fees*

Applications	\$59,440
Data Conversions	\$28,430
Custom Import	\$1,500
Project Management and Implementation Planning	\$20,500
Implementation and Training	\$34,000
Post Go-Live Assistance	\$2,000

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**Total Proposed** **\$145,870**

**Travel Expenses** **\$12,780**

**Grand Total (with Travel Expenses)** **\$158,650**

## Payment Schedule

- 1<sup>st</sup> Payment: **\$48,930** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$59,440** to be invoiced at start of training.
- 3<sup>rd</sup> Payment: **\$50,280** to be invoiced upon completion of training.

## Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Building Department .NET	\$1,400
General Ledger .NET	\$1,120
Cash Receipting .NET	\$950
Accounts Payable .Net	\$950
Payroll .NET	\$1,230
Miscellaneous Receivables .NET	\$950
Utility Billing .NET	\$1,000
Work Order .NET	\$950
Business Licensing .NET	\$785
Internet Services	\$1,500
Timesheets .NET	\$710
AMG-Financials	\$780
AMG-Employee Self Services	\$780
<b>Total Annual Service, New Purchases</b>	<b>\$13,105</b>

## Optional Item(s)

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### Cash Receipting Hardware

		Quantity		Cost
Epson Series Receipt Printer*	\$750	x	_____ =	\$_____
Epson Series Receipt Printer* w/Check Scan	\$1,100	x	_____ =	\$_____
APG Cash Drawer**	\$250	x	_____ =	\$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____ =	\$_____
Credit Card Reader	\$75	x	_____ =	\$_____

This will add \$\_\_\_\_\_ to the Total Proposed.

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

*\*\*If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?  
 \_\_\_Epson \_\_\_Ithaca \_\_\_Other (please specify):\_\_\_\_\_*

Please provide the number of cash drawers that will be hooked up to the printer\_\_\_\_\_

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- \_\_\_ Classroom training, \$205/person/day
- \_\_\_ On-site training (unlimited attendees), travel not included, \$1,000/day

## Acceptance

### Signature constitutes...

1. An order for products and services as quoted  
*Quoted prices do not include Program Customization or training beyond the estimated number of days*
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

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**Signature**

**Date**

**BS&A PLEDGE.** We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

### Returning Accepted Proposal to BS&A

*Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:*

Mail: BS&A Software  
14965 Abbey Lane  
Bath, MI 48808

Fax: (517) 641-8960

Email: [kschafer@bsasoftware.com](mailto:kschafer@bsasoftware.com)

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

### IT Contact

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

# Support Agreement for BS&A Software .NET Programs

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GL/BUDGETING  
ACCOUNTS PAYABLE  
CASH RECEIPTING  
MISCELLANEOUS RECEIVABLES  
PAYROLL  
TIMESHEETS  
UTILITY BILLING  
WORK ORDER  
BUSINESS LICENSING  
BUILDING DEPARTMENT  
ACCESSMYGOV - INTERNET SERVICE

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **Village of Willowbrook, DuPage County**, State of Illinois, hereinafter referred to as the "Village".

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s) as defined below, which have been licensed to the Village under a Licensing Agreement; and

WHEREAS the Village and the Corporation desire to enter into this support agreement in connection with the Programs on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period, commencing on the "Effective Date" as specified at the end of this document, the Corporation will provide at no charge to the Village unlimited Program updates and technical support during the Corporation's normal business hours.
2. Commencing one year from the date of this agreement, Program updates and technical support during the Corporation's normal business hours shall be available to the Village for a total fee of **\$11,545**, comprised of the following programs and related fees:

GL/Budgeting	\$1,120
Accounts Payable	\$950
Cash Receipting	\$950
Miscellaneous Receivables	\$950
Work Order	\$950
Payroll	\$1,230
Timesheets	\$710
Utility Billing	\$1,000
Building Department	\$1,400
Business Licensing	\$785
AccessMyGov - Internet Services	\$1,500

The Corporation guarantees that the annual fee will not change for 2 years from the date of this agreement. After that date, the Corporation reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The Village agrees that it is not entitled to any refund of fees paid under this agreement upon termination.

3. This Agreement is not transferable or assignable by the Village without prior written consent of the Corporation.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the Village agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
8. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
9. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Licensor:

Representing Village:

\_\_\_\_\_  
Date: **April 13, 2015**

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

Tax ID #: \_\_\_\_\_

# Licensing Agreement for BS&A Software .NET Program(s)

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GL/BUDGETING  
ACCOUNTS PAYABLE  
CASH RECEIPTING  
MISCELLANEOUS RECEIVABLES  
PAYROLL  
TIMESHEETS  
UTILITY BILLING  
WORK ORDER  
BUSINESS LICENSING  
BUILDING DEPARTMENT  
ACCESSMYGOV - INTERNET SERVICES

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Licensor" and **Village of Willowbrook, DuPage County, State of Illinois**, hereinafter referred to as the "Licensee".

The "Effective Date" shall be the date stated at the end of this Agreement.

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s), as defined above;

WHEREAS the Licensee desires to obtain a license from the Licensor for use of the Program(s) (also sometimes referred to as the "Software") and agrees to operate the Program(s) pursuant to the guidelines, terms and conditions set forth herein and in the accompanying User's Manual(s); and

WHEREAS the Licensor desires to license the Program(s) pursuant to the guidelines, terms, and conditions as set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Upon the payment of the License Fees (listed below) by the Licensee...

GL/Budgeting	\$5,595
Accounts Payable	\$4,745
Cash Receipting	\$4,745
Miscellaneous Receivables	\$4,745
Work Order	\$4,745
Payroll	\$6,145
Timesheets	\$3,565
Utility Billing	\$5,000
Building Department	\$6,990
Business Licensing	\$3,915
AccessMyGov - Internet Services	\$1,500

...for a total of **\$51,690**, the Licensor grants perpetual, non-exclusive, non-transferrable license for the use of the Program(s) to the Licensee, subject to Licensee's compliance with the terms set forth in this Agreement. The Licensee is entitled to one copy of the Program(s).

2. The Licensee may make copies and install the Program(s) on as many computers of the Licensee as the Licensee wishes, provided the Program(s) is only used within the Licensee's organization to assist with the needs of the Licensee and otherwise in accordance with this Agreement.
3. Neither the Program(s) (or any portion thereof) nor this Agreement is transferable or assignable by the Licensee without prior written consent of the Licensor. The Licensee will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program(s) or any portion thereof without prior written consent of the Licensor.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. It is understood and agreed that if the Licensee defaults in the performance of any of the terms and fails to correct such default within 30 days after receipt of written notice from the Licensor, the Licensor shall have the right to terminate this Agreement and demand return of the Program(s) and all copies thereof. Upon such demand, the Licensee shall immediately stop using the Program(s) and return it to the Licensor together with all copies thereof and all other materials provided to the Licensee by the Licensor.
7. It is understood and agreed by both parties that the Program(s) is the property of the Licensor and the Licensor retains all rights therein.
8. This License is issued exclusively to **Village of Willowbrook, DuPage County** to be used only by the Licensee in support of the needs of **Village of Willowbrook, DuPage County** of the State of **Illinois** for which the Program(s) encompassed by this agreement have been licensed. For avoidance of doubt, any expanded use of the Program(s), for example, in the event of annexation or desired shared services with other Municipalities, shall require consent of Licensor and an amended agreement with additional licensing fees.
9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
10. The Licensor warrants and represents that: (i) the Program(s) is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Licensor's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the Program(s) shall be free of material defects in workmanship and materials. Any claim under this warranty must be made within one year from the Effective Date. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS WARRANTY SHALL BE, AT LICENSEE'S OPTION, TO HAVE LICENSOR USE REASONABLE EFFORTS TO REPAIR OR REPLACE THE NON-CONFORMING PROGRAM(S) SO AS TO RENDER IT CONFORMING TO THE WARRANTY OR, IN THE EVENT THAT IS NOT POSSIBLE TO RENDER IT CONFORMING WITH REASONABLE EFFORTS, TO RECEIVE A REFUND OF THE AMOUNT PAID FOR THE PROGRAM(S).

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*The Village of*  
**Willowbrook** *Illinois*

**MUNICIPAL ERP SYSTEM SEARCH  
SUMMARY**

**Presented to:**  
The Village of Willowbrook, Illinois

**Presented by:**  
Selena Elledge

Revised, April 24, 2015

**RECEIVED**

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VILLAGE OF  
WILLOWBROOK



**Technology**

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## SECTION 1: EXECUTIVE OVERVIEW

The Village of Willowbrook contracted with Sikich to complete a business processes and systems assessment. The assessment was conducted to provide written documentation and recommendations for a system solution to replace the current processes and legacy systems that will meet the current and long-term business requirements of the Village.

Sikich conducted interviews with the Village's staff and observed the various processes below, currently using both computerized and manual tracking systems.

### Current Systems and Processing:

- Accounting and Financial Reporting
- Window/Front Counter Receipts
- Payroll
- Accounts Payable
- Accounts Receivable
- Park and Recreation Registrations
- Parking Tickets
- Business Licenses
- Liquor Licenses
- Water Billing
- Water Readings

### Other Systems and Processing:

- Public Works – Work Orders
- Code Enforcement Requests
- Building Department – Permit Program
- Certificates of Insurance
- FOIA
- Master Address List
- RPZ Backflow Management
- Bank Reconciliation

We prepared written documentation that described:

- Current business processes of the Village with the current ERP software,
- Assessment of the key functionality to be maintained with any system transition,
- Limitations of the current systems,
- Additional features that should be considered when researching new municipal ERP software, and
- Integration required between the municipal ERP software and other Village software.

From the information we gathered, we also prepared a spreadsheet listing all of the Village's municipal ERP software detailed requirements. It is important to note that this requirements list includes critical functionality that a new software solution must have along with less critical "nice to have" functionality that might make processes more efficient or automatic, for example. With these requirements as a basis, Sikich researched municipal ERP software solutions, including input from the Sikich CPA Division and Technology Division regarding experience with various municipal ERP software solutions known through client usage or other resources. We focused on four vendors with multiple software offerings specialized for governmental entities, all with a strong, well-known presence in this market. Sikich prepared the Request For Proposal (RFP) document and provided the spreadsheet of the detailed requirements as an attachment to the RFP. Three vendors responded to the RFP:

- BS&A Software
- Harris ERP – Innoprise
- Tyler Technologies – Incode

Sikich reviewed the proposals and verified that all met the critical requirements of the Village. It is very unlikely that any software will ever meet all of the detailed requirements, and this was no exception. Each of the three software solutions proposed offered the majority of the detailed requirements, but each software solution had several lines of detailed functionality in the spreadsheet that it was not able to address with its current release.

We then held full-day demonstrations of each software solution for the Village employees. The Village employees were able to see how each software solution would handle their business processes and get an idea of the “look and feel” of the software, as well as the working style of the vendor’s staff. During these sessions, the vendors gained more in-depth information about specifics of how the Village would use the software. This led to revisions of the proposals throughout the search project.

After the demonstrations, the Village staff provided feedback regarding likes and dislikes, additional questions, and overall impressions. From this feedback, it was evident that two of them were better received by all the staff: BS&A Software and Tyler Technologies – Incode. The remaining document focuses on the comparison of the BS&A solution and Tyler Incode.

From our understanding of the Village's municipal ERP software requirements and presentations, both the written proposal and the live software demonstration, Sikich believes that either of these software solutions and the vendors who will be assisting the Village with the implementation and on-going support would be a viable choice to replace the legacy system and progress with the Village well into the future. The staff feedback indicated the software users would be able to work with either software solution.

Without a clear choice at this point, several of the Village employees wanted to obtain a trial version of the software to get a better sense of what it would be like to perform their normal tasks in the system. There are risks with providing software to an untrained user; the result is likely to be frustrating to the user, with the user finding the system potentially difficult to use and possibly missing features that are, in fact, in the system. Upon this request, both vendors suggested that they come back on-site and bring laptops to go over the questions and help users navigate through the system, if they wanted the hands-on experience. This, in itself, is noteworthy that both vendors were responsive to the needs and made accommodations to go beyond the request and avoid the pitfall.

The second site visits were scheduled on adjacent days, which helped the Village employees better compare the two solutions. The feedback after these two sessions leaned in favor of the BS&A solution. Overall, it appeared to the employees to have clearer navigation and the data entry and reporting processes seemed more user-friendly.

To this point, the software prices had not been a factor in the comparison. With the original proposals, there were significant differences. Without knowing if any or all of the proposed solutions would meet the needs of the Village, we didn’t want to rule any out solely on price. When considering the associated pricing of the two solutions, the BS&A solution that the Village is favoring has the lower cost, for both the initial investment and the on-going renewal. We have provided a comparison of the pricing details later in this document.

While functionality, feedback from the Village staff on usability, and price are top factors to consider in a decision on ERP software, there are several other factors that have been considered with this municipal ERP software comparison:

- Vendor Responsiveness and On-going Support Details
- Current Software Database Platform
- Company Background and Potential for Future Development and Sustainability

These are discussed in more detail below.

All of these factors combined for consideration during the municipal ERP software search have pointed the Village to the BS&A solution. From everything we understand about BS&A, we also believe the BS&A software would be a very good solution for the Village.

## SECTION 2: FACTORS CONSIDERED

### FUNCTIONALITY

In general, off-the-shelf ERP software will not ever meet every detailed requirement desired by an entity. Finding a good fit means finding an ERP solution with around 95% of the detailed requirements. Normally, the missing 5% is different for the software options being compared. The entity must evaluate the missing features and decide whether any are critical or whether they are insignificant, just “would be nice to have” features. Even if insignificant, these features may be enough to tip the scale to favor one option over another. In the Village's case comparing the BS&A solution to Tyler's Incode, the missing components were very similar and not critical show-stoppers. In the case of Harris' Innoprise, it was missing a relatively small feature – the ability to combine multiple business license invoices into one invoice for the business; however, since the Innoprise software was not so exceptional overall to overlook that missing feature, the insignificant feature played a part in the decision to rule out that software option.

The full list of detailed municipal ERP software requirements are listed in a separate spreadsheet, along with each vendor's response as to whether its software solution meets, requires a third-party, or does not meet the requirement. The following page is a list of only those requirements that were not met by one or both vendors.

# REQUIREMENTS NOT MET

The following requirements were not met by one or both vendors.

## Village Of Willowbrook Municipal ERP Software - Missing Requirements

Y = Yes  
T = with Third-Party  
N = No option

Module	Category	Description	BS&A		Tyler	
			Meets	Vendor Notes	Meets	Vendor Notes
Board Reporting	Reporting and Inquiry	Please review the current board reports to determine what similar reports can be provided. (on Village's website)				Tyler would like to discuss more at time of Demo
Finance Committee Reporting	Reporting and Inquiry	Please review the current finance committee reports to determine what similar reports can be provided. (on Village's website)				Tyler would like to discuss more at time of Demo
General Ledger	Transactions	There must be a field for a user-defined journal entry number (other than the transaction number automatically generated by the system).			Yes	
Budgeting	General	Allow exporting of actual/historical data for budget spreadsheet purposes - needs to be in a certain layout - see budget attachments.	Yes			Tyler would like to discuss more at time of Demo
Budgeting	General	Provide workflow for the budget entry/approval process, and notify the next person in the workflow that their part in the process is ready.	N		Yes	Position Budget Module is now completed and is part of our standard Core Software.
Budgeting	Reporting and Inquiry	Enter and report on 15 years of future budgets.			Yes	
Accounts Payable	General	Support cash, accrual, modified accrual, or combinations thereof.	Yes			need more information from client
Payroll	Leave Time	Calculate Leave Liability at the end of the year and posts to the General Ledger.	Yes		N	The Employee Leave report can be run to show the liability of the leave balances. The client then needs to create a General Journal entry to record these costs.
Accounts Receivable	General	Data must share a centralized customer table with all other customer-based modules, such as Billing, Licenses, Permits, Special Assessments, etc.			Yes	
Cash Receipting	Taxi Cab Vouchers	Allow the tracking of Taxi Cab vouchers - discount vouchers for Seniors, limited to 10 per month. Need to limit amount used per month by person. Also need to track voucher numbers.	N			More information is needed to best respond
Utility Billing	General	System provides tools to allow for batch creation of accounts.	Yes		N	
Utility Billing	General	System provides tools to allow for batch edits to accounts.	Yes		N	
Utility Billing	General	Provides for mass changes to accounts due to the deletion of a cycle, the merging of existing cycles, or moving a sub-segment of a cycle.	Yes		N	However could contact support to do a mass account number change.
Utility Billing	Billing	System provides automated bill runs based on pre-defined billing date and allows for ability to generate a bill on demand.	Yes		N	
Utility Billing	Final Notice	Ability to immediately bill the new customer or wait for the normal billing cycle.	Yes		N	
Utility Billing	Lien Process	Ability to enter in a lien maturity date.	Yes		N	
Utility Billing	Lien Process	Ability to notify specified users when a lien is reaching maturity (i.e. within 60 days of maturity date).	Yes		N	
Utility Billing	Interfaces/Integrations	System's parcel manager/geobase is a centralized geobase database that is synchronized with Village's existing ESRI GIS architecture. Example would be account verification for service types as specified through UB or GIS parcel information.	Yes		N	
Utility Billing	Interfaces/Integrations	System integrates with Permitting and Work Order modules in order for other departments to order water meters, readers, or submit other requests.	Yes		N	
Work Order	General	Allow real-time updating of the work order through a mobile device.	Yes		N	
Work Order	General	Work orders can contain service address information that links to a system-wide shared table of service addresses for validation that the address is within the Village. Using a service address should be optional.	Yes		N	
Work Order	General	Have the option to wait until the work order is completed and bill the entire work order at once.	Yes		N	
Parking Tickets	General	Integration with the CAPERS system so duplicate entry of parking ticket data is not necessary.	T	CAPERS would need to be used with data entry or import into BS&A Miso Receivables.	T	This could be a custom request for integration, or data could be entered manually.
Park Programs	General	Ability to apply discounts for multiple registrants from one family. (There will not always be a discount for multiple registrations.)	T	No Park Program. This would require a third-party product	Yes	within the back office application the registration can accommodate a manual discount. Otherwise, not available via the customer portal (considered for future enhancement)
Park Programs	General	Electronic calendar of programs/classes.	T		N	Currently under development
Park Programs	General	Facility registration system. Need to have a master calendar for all the facilities/rooms so they do not overbook for a certain time frame.	T		N	Currently under development
Park Programs	General	Prohibit registrations that are entered without payment, unless a particular program is free.	T		N	Currently under development
Park Programs	General	Ability to record park reservation fees and security deposits (and refund the deposits) in the system.	T		N	Currently under development

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## EASE OF USE

The demonstrations allowed the users to get a sense of the “look and feel” of the software. The users had opportunities to see the software as demonstrated by the vendors and they were encouraged to contact references for potential site visits. After the municipal ERP options were narrowed down to two solutions that met the critical requirements and most of the other detailed requirements of the Village, a second demonstration was provided by these two vendors, and the feedback from the Village staff was more centered on ease of use. All of the users who provided feedback about one option appearing to be easier to use pointed to the BS&A solution. To the Village staff, the BS&A solution had a more straight-forward user interface for entering transactions, stepping through sequential processes, and reporting. This is important for overall acceptance and ownership of a new software solution by the users as well as a vision that the new software will provide for business process efficiencies.

## VENDOR RESPONSIVENESS AND ON-GOING SERVICE DETAILS

During a software search, we get a little glimpse of how the vendor treats its clients. Both BS&A and Tyler have been good to work with throughout the software search process. Both submitted their proposals on time and worked with the Village schedule for the demos. Communications via email and phone regarding the schedule and follow-up questions have had excellent response times. Both vendors have demonstrated a genuine interest in not only having the Village as a client but also a desire to help the Village take advantage of a new software solution and make the most of its functionality. The sales team that provides and proposal and demonstrates the software is not usually the same team that provides the implementation services, so we cannot infer the same responsiveness and service from the implementation team and support staff going forward. Both vendors, though, provided details about their implementation and on-going support to give us a better idea of what can be expected. The details of the on-going support are listed below:

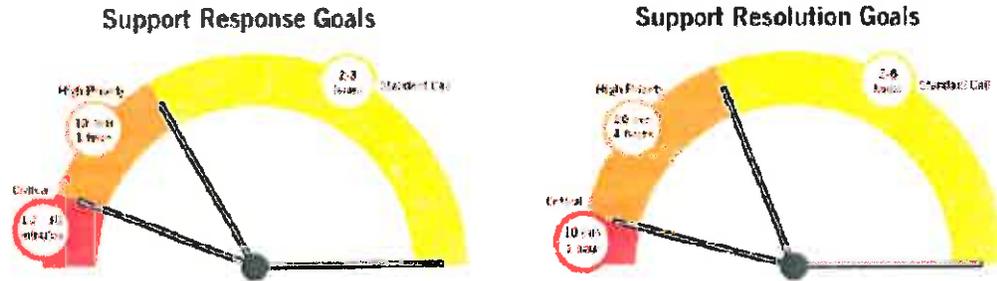
### BS&A

- Unlimited support and program updates, included in annual fee.
- Phone support and remote connection available.
- Monday – Friday between 8:30am and 5:00pm Eastern Time.
- Average support response time is less than 15 minutes, on high call volume days it may be about an hour. Max call back time is 8 hours.
- Support Options: Phone, Email, Fax, Remote Assistance, Online Knowledgebase
- Online training.
- 30 staff members dedicated to Support - many are degreed accountants, some CPAs
- 18 software developers and programmers.
- 130 total employees, over half are dedicated to development and support
- Develop program enhancements from customer feedback.
- If a custom integration is developed for the Village, it will be supported in future versions of the software.

### Tyler – Incode

- Unlimited support and program updates, included in annual fee.
- Phone support and remote connection available.
- Monday – Friday between 7am and 7pm Central Time
- Support Options: Phone, Live Chat, Email, Remote Assistance, Tyler Community, Online Knowledgebase

- Tyler University – online training
- Tyler Connect – annual education forum
- Live support (support provided upon initial support call) for an average of 70% of the calls.
- Support goals:



- 98.7% of calls reached a live support engineer immediately.
- 90.3% of calls resolved on the first contact.
- 400 professionals working with Tyler’s Incode Solution, almost half in development and implementation.
- Annual software updates.

## CURRENT SOFTWARE DATABASE PLATFORM

The database platform is important as it reveals if the software is evolving with technology advances and is geared to be adaptable to future technology development. Knowing the database platform also tells us if there are alternatives for accessing data outside the ERP software. Both ERP solutions use the SQL database platform, a very common platform. There are several options for external reporting packages that allow users to link directly to the database, along with a report writer within SQL itself, which can be used for additional reporting capabilities. In addition, should the Village decide in the future to change software, having the data in SQL would allow the Village to access the raw data without needing to continue support on the discontinued ERP software.

## COMPANY BACKGROUND AND POTENTIAL FOR FUTURE DEVELOPMENT AND SUSTAINABILITY

Details of the BS&A and Tyler companies can be found in their proposals. Highlights of the company backgrounds are as follows:

### BS&A

- Founded in 1987.
- Financial product developed in 2001.
- 600 Clients on BS&A Financial Management and Utility Billing.
- Only serves the public sector.
- Increases in the annual gross income for the last 13 years (all that was provided) with the exception of one year.
- No debt.

## Tyler

- Incode product developed in 1981.
- 1,700 clients on Tyler Incode.
- Entered the local government software market in 1998 through acquisitions and changed its focus to serving only the public sector.
- "America's largest software provider dedicated to serving the public sector."
- Multiple governmental entity solutions.

Both vendors offer hosted solutions for their products. We are seeing more client interest in hosted software solutions, so if this trend continues, as expected by many technology professionals, both vendors are poised to transition clients to this new platform as it becomes more popular.

Both vendors have been in existence for over 25 years, both are continuing to develop the product, and we are not aware of anything to indicate that they will not be in business well into the future to support the Village.

## PRICING COMPARISON

The following represents a comparison of pricing for each feature for both BS&A and Tyler Incode. Since the modules are bundled differently by each vendor, some components are not able to be broken out quite the same for an exact comparison. The yellow highlighted amounts represent estimates outside the scope of the vendor's proposal.

Price Component	BS&A Notes	BS&A	Tyler Notes	Tyler
Annual Fees	After first year, includes unlimited support	\$ 24,105	Incl Tyler U. unlimited support	\$ 32,800
Total Software, Services, Travel, First Year		\$ 239,150		\$ 295,210
Service and Support - First Year	Unlimited	\$ -	Unlimited	\$ -
Travel Expenses - Estimated		\$ 12,780		\$ 32,000
Contingency for Out of Scope	Unknown software, hardware (bar code scanner), consulting, integration, etc.	\$ 25,000	Unknown software, hardware (bar code scanner), consulting, integration, etc.	\$ 25,000
Total Software and Services	Included \$20,000 estimate for Peris software	\$ 201,370	Included \$20,000 estimate for Peris software	\$ 238,210
<b>Software</b>				
General Ledger and Budget		5,595		25,225
Accounts Payable		4,745	Incl	
Cash Receipting		4,745	Incl	
Payroll		6,145		9,975
Miscellaneous Receivables		4,745	Incl	
Utility Billing		5,000		34,245
Work Order		4,745	Incl	
Building Department, Permits	Permits, GIS	5,990	Incl	
Business License	Building Licenses	3,915	Incl	
Internet Services/Citizen Access		1,500		2,400
Document Management	Could integrate with PaperDirect	-		7,287
Parks and Recreation	Need third-party - RecTrack or ActiveNet	20,000	Would probably want to use RecPro. Est by Sikich	20,000
Employee Web Portal	Interested in RecPro. Est by Sikich	3,875		
Electronic Timesheets	Access My Gov Employee Self Service	5,565		
Work Order Dashboard	Access My Gov Financials module	5,875		
Parking Tickets	Import into Misc AR	Incl	Misc AR	Incl
<b>Interfaces</b>				
Meter Data Management		Incl		Incl
Online Citizen Payments		Incl		Incl
Credit Card	Recommend third-party, not est included. Est by Sikich	10,000		Incl
Time Keeping Interface	Custom GIS Paycode, if needed. Not expected to be needed at this point	12,500		Incl
Bar Code Interface		Incl		Incl
Payment Import (ACH)		Incl		Incl
Parks and Recreation	If RecTrack or ActiveNet, integration is already built	2,500	Included if RecTrack. Est 1000 if other	1,000
GIS	Included if they have their own GIS/mass system	Incl		Incl
False Alarms	Would need to scope the integration. Est by BS&A. May enter manually	2,500	Part of Misc AR	2,500
Parking Tickets	Would need to scope the integration. Est by BS&A. May enter manually	2,500		2,500
<b>Data Conversion</b>				
General Ledger	COA, GL Balanced Budget	2,800	COA, GL Bal, Budget	12,000
Accounts Payable	Vendors	2,375	Vendor, 1099 Bal	Incl
Cash Receipting		-		-
Payroll	Database setup	4,610	Empl Info, Leave Bal, CY PS Hist	10,700
Miscellaneous Receivables		2,875		Incl
Utility Billing	Accounts, services, deposits, rates, meters	7,000	Accts, Meter Info, Read Hist, Notes	20,875
Work Order		-	Items, Loc, Vendors	Incl
Building Department, Permits	Property info, open permits	5,940		
Business License	TED	5,880	Contacts, Prop, Contractors, Incls, Trans (removed in rev prop)	
Custom Import	Blig Dept - Parcels, property owners	1,500		

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Price Component	BS&A Notes	BS&A	Tyler Notes	Tyler
<b>Implementation</b>				
Project Management		20,500		19,000
Software Setup		2,000		-
General Ledger		8,000		14,000
Accounts Payable		2,000		-
Cash Recycling		2,000		2,000
Payroll		2,000		7,500
Miscellaneous Receivables		4,000		1,500
Utility Billing		1,000		11,000
Work Order		4,000	Service Orders used, instead of Work Orders	5,500
Building Department		2,000		9,500
Business License, Permits		2,000		4,000
Timesheets		3,000		-
Internet Services/Citizen Access		Incl		Incl
Meter Data Management		Incl		-
Credit Card Processing		Incl		-
Time Keeping Interface		-		10,500
AMG - Fin/Work Order Dashboard		1,000		-
AMG - Employee Self Service		1,000		-
Bar Code Interface		Incl		Incl
Payment Import (ACH)		Incl		-
Document Management	Would need to work with PaperVision for services	3,300		1,000
Parks and Recreation		-		1,000
<b>Go Live Assistance</b>	2 days	2,000	Final Implementation	5,000

## SECTION 3: SUMMARIZED ADVANTAGES AND DISADVANTAGES OF EACH SOLUTION

Based on the written proposals, the live demonstrations, and the feedback from the Village Staff, we have summarized the advantages and disadvantages of both the BS&A and Tyler Incode solutions:

### BS&A

#### Advantages

- Lower start-up cost for Configuration and Training.
- Lower annual cost for On-going Support and Software Updates.
- Closer proximity to the BS&A Headquarters, thus lower travel costs and ease of traveling on-site when needed.
- Client list includes many small municipalities, including neighboring Villages.
- Money-back guarantee on the software, if not satisfied. Only one client has ever used that guarantee, and it was not significantly related to the software functionality or the BS&A services.
- Viewed as more user-friendly than Tyler – Incode by the Village staff.

#### Disadvantages

- Lack of Parks and Recreation software, thus requiring a third-party solution.
- Lack of specific module for Parking Tickets and False Alarms. These could be handled through Miscellaneous Receipts – either manually entered or imported, if maintained in another system.

### Tyler - Incode

#### Advantages

- Includes a module for Parks and Recreation functionality, but also an option to integrate with a third-party solution, if desired.
- Larger client list.
- Longer software history.

#### Disadvantages

- Parks and Recreation module is relatively new, functionality still being developed. In general, early versions typically have more bugs to work out.
- Lack of specific module for Parking Tickets and False Alarms. These could be handled through Miscellaneous Receipts – either manually entered or imported, if maintained in another system.
- Client list includes a smaller percentage of small municipalities.

### Advantage of Both Solutions:

- User Group meetings and conferences.
- Unlimited On-going Support.
- Knowledgeable and responsive consultants.
- Expansive reporting tools and output capabilities.
- Hosted solution options.
- Representation of financial stability.
- High client retention.

## SECTION 4: ADDITIONAL DOCUMENTATION

Additional documentation was prepared or obtained as part of the Village's municipal ERP software search:

- Accounting System Documentation
- Request for Proposal
- System Requirements Spreadsheet
- Proposals
  - BS&A
  - Harris
  - Tyler
- Full Pricing Comparison (with BS&A, Harris, and Tyler side-by-side)
- Full Requirements Comparison Spreadsheet (with BS&A, Harris, and Tyler side-by-side)

## SECTION 5: CONCLUSION

With our assistance, the Village has been able to evaluate and narrow down the municipal ERP software solution options. We have helped the Village determine and outline their requirements for the new software, issue the Request For Proposal, obtain several proposals from valid municipal software vendors, facilitate the demonstrations and follow-up information, and consider key factors in its decision. This software search has led the Village to the BS&A solution, and we are not aware of anything that leads us to believe this will be anything but a great solution for the Village. The Village is in the process of contacting and visiting references to help solidify its decision.



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 1 – ADDITIONAL LUMINAIRES – LED STREETLIGHT CONVERSION PROJECT	<b>AGENDA NO.</b> <span style="float: right;"><b>10</b></span>  <b>AGENDA DATE:</b> <u>5/11/15</u>
---	--

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>Tim Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>Tim Halik</u>
<b>REVIEWED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> on <u>4/13/15</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

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 4th by 10:30 AM, at which time bids were opened. Five (5) bids were received, the lowest qualified bid submitted by Utility Dynamics Corporation. Their bid price to change-out 64 fixtures was \$36,781, or \$575 per fixture.

The Village Board, at their regular meeting on March 23, 2015, adopted a resolution accepting the low bid submitted by Utility Dynamics and authorizing the issuance of a Notice of Award. Upon issuance of the Notice of Award, the contractor submitted the required performance bond, labor and material payment bond, and insurance requirements for the project. These documents have been reviewed and approved by the Village Engineering Consultant. The project agreement was prepared and was approved by the Village Board at their regular meeting on April 13, 2015.

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

As mentioned above, this project includes the replacement of 64 out of a total of 159 cobra-head type streetlights fixtures in town. Given the low bid price, Utility Dynamics was asked to submit a change order proposal to replace the remaining 95 cobra-head fixtures. The cost to replace these remaining fixtures, at the same unit cost, would be \$54,185.50. There are also 45 non cobra-head fixtures in town, which we have requested an additional change order proposal to replace. The following is a cost summary for this project:

ITEM	COST
Engineering Services (inventory & bid specs)	\$17,000.00
Replacement of initial 64 heads (bid price)	\$36,781.00
Replacement of additional 95 heads (C.O. #1)	\$54,185.50
Replacement of additional 45 heads (C.O. #2)	\$38,014.75
Engineering Oversight of Project	\$5,400.00
SUB-TOTAL COST:	<b>\$151,381.25</b>
DCEO Grant	(\$92,000)
ICE Grant	(\$25,000)
TOTAL COST TO VILLAGE:	<b>\$34,381.25</b>

### ACTION PROPOSED:

Adopt resolution, which will serve to accept change order #1 for this project.

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

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 1 –  
ADDITIONAL LUMINAIRES - LED STREETLIGHT CONVERSION PROJECT

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Administrator is hereby authorized to execute project change order number 1, attached hereto as Exhibit "A" and made a part hereof, in the amount of \$54,185.50 for the purchase and installation of ninety-five (95) additional LED streetlight fixtures as part of the Village's LED Streetlight Conversion Project.

ADOPTED and APPROVED this 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

Village of Willowbrook  
Change Order

Change Order No. : 1

Date : April 30, 2015

Agreement Date : April 13, 2015

Name of Project: Village of Willowbrook LED Lighting Replacement Project

Owner: Village of Willowbrook

Contractor: Utility Dynamics Corporation

**CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)**

At the request of the Village, the contractor was asked to provide a proposal to replace the remaining existing 95 cobra head luminaires with new LED luminaires.

**CHANGES TO THE CONTRACT PRICE**

Original CONTRACT PRICE =	\$	<u>36,781.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER =	\$	<u>36,781.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be ( <u>increased/decreased</u> ) =	\$	<u>54,185.50</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	<u>90,966.50</u>

**CHANGE TO CONTRACT TIME**

CONTRACT TIME will not be affected by this CHANGE ORDER

The Date for final completion of all work shall be: 07/29/15

Recommended By ENGINEER: [Signature] (date) 5/6/15

Accepted By CONTRACTOR: [Signature] (date) 5/1/15

Accepted By OWNER: \_\_\_\_\_ (date) \_\_\_\_\_

# UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE  
OSWEGO, ILLINOIS 80543  
e-mail: contact@utilitydynamicscorp.com

PHONE:  
(630) 554-1722  
FAX (830) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

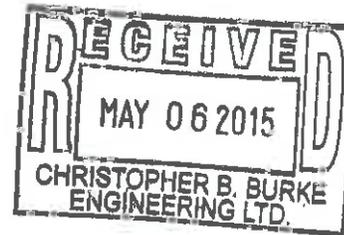
May 1, 2015

Christopher B. Burke Engineering, LTD.  
9575 W. Higgins Road  
Suite 600  
Rosemont, IL 60018



Attn: Gerald Hennelly

Subject: Village of Willowbrook, IL  
LED Street Lighting Replacement  
Proposal - Increased Scope



Gerry:

In response to your letter dated April 30, 2015, please find attached the summary of increased Pay Items; which represents our proposal for the contemplated contract modification for 95 additional CREE roadway luminaires. Please be sure to read the notes on the summary page.

The work is to be performed under the terms of our contract.

Utility Dynamics Corp. appreciates the opportunity to be of service to CBEL and the VOW. Please contact me with any questions that either party may have regarding this matter.

Sincerely,  
Utility Dynamics Corp.

A handwritten signature in blue ink that reads "Philip A. Whalen".

Philip A. Whalen  
Vice President

Encl. (1)

UTILITY DYNAMICS CORP.  
 Willowbrook LED Lighting Upgrade  
 Increased Scope Analysis  
 Roadway Luminaire Upgrade

5/1/2015

Pay Item	Description	Unit	Qty	U/P	Total
01 50 00/01	Traffic Control & Prot., 701301	LS	1	\$ 302.00	\$ 302.00
01 50 00/02	Traffic Control & Prot., 701427	LS	1	\$ 520.00	\$ 520.00
26 56 00	LED Luminaire, CREE	EA	95	\$ 460.00	\$ 43,700.00
26 56 40	Luminaire Removal	EA	95	\$ 30.00	\$ 2,850.00
26 56 50	R&R Pole Wire, 1/C #10	LF	2770	\$ 1.85	\$ 5,124.50
00 21 13/00 60 50	Bonds and Insurance	LS	1	\$ 1,689.00	\$ 1,689.00
<b>TOTAL</b>					<b>\$ 54,185.50</b>

Note:

1. R&R Pole Wire is an estimate qty. and can only be determined once the work has commenced at a given location.
2. The CREE luminaire was quoted at 4 wks., after release.
3. Pricing is valid for acceptance within 15 days from the date of this document.
4. All work is to be available for completion prior to the end of fall, 2015.
5. A time extension may be required and can be determined once the actual date for the added luminaires is known/determined.



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

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

April 30, 2015

Utility Dynamics Corp.  
23 Commerce Drive  
Oswego, IL 60543

Attention: Mr. Phil Whalen, Vice President

Subject: Village of Willowbrook  
LED Lighting Replacement Project  
Request for Proposal for Replacing the Remaining Existing Cobra Head  
Luminaires in the Village  
(CBBEL Project No. 14-0489)

Reference: Preconstruction Meeting April 29, 2015

Dear Mr. Whalen:

As discussed at our preconstruction meeting referenced above, the Village Administrator requested that Utility Dynamics provide a proposal to remove and replace the remaining 95 cobra head luminaires with the same LED type luminaires as were specified in the original contract documents along with all associated pole wiring and fuses.

Please submit this proposal within 5 business days of receipt of this request.

If you have any questions, please do not hesitate to call.

Very truly yours,

  
Gerald Hennelly  
Senior Project Manager

GAH/pjb

Encl.: As Noted

Cc: Tim Halik, Village of Willowbrook  
AJ Passero, Village of Willowbrook  
Garrett Hummell, Village of Willowbrook

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND CAROLINE A. DITTMAN AS ITS DIRECTOR OF FINANCE

AGENDA NO.

17

AGENDA DATE: 5/11/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TE Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Mayor Frank Trilla

SIGNATURE: Frank A. Trilla

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

The attached Agreement provides terms for employment between Ms. Caroline Dittman and the Village to serve in the capacity of Director of Finance.

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

The terms of the Agreement were discussed with Ms. Dittman and her final approval was obtained.

**ACTION PROPOSED:**

Adopt the Resolution

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN  
EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND  
CAROLINE A. DITTMAN AS ITS DIRECTOR OF FINANCE

---

**WHEREAS**, the Village of Willowbrook has retained the services of CAROLINE A. DITTMAN as its DIRECTOR OF FINANCE; and,

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into an Employment Agreement with CAROLINE A. DITTMAN to define the services to be rendered, and the compensation to be paid for same, all in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with CAROLINE A. DITTMAN as its DIRECTOR OF FINANCE.

**ADOPTED AND APPROVED** on this 11<sup>th</sup> day of May, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into effective as of the 11<sup>th</sup> day of May, 2015, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and CAROLINE A. DITTMAN (sometimes hereinafter referred to as the "EMPLOYEE"):

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Director of Finance of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE OF WILLOWBROOK; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for her to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as Director of Finance of the VILLAGE upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE:    EMPLOYMENT:**    The VILLAGE agrees to employ the EMPLOYEE as Director of Finance of the VILLAGE.    The EMPLOYEE agrees to be employed as Director of Finance of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of the VILLAGE OF WILLOWBROOK and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Director of Finance.    The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require.    She shall report to and follow such directions as the Mayor or Village Administrator shall provide.    She shall maintain regular office hours as may from time to time be approved the Village Administrator.

**SECTION TWO:    TERM & EXTENSION:**    The term of employment under this Agreement shall commence as of June 1, 2015, and shall end on the last day of the term of the incumbent Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement.    Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement.    In the event no such new

Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Director of Finance shall, without more, cease and terminate.

**SECTION THREE:            TERMINATION AND SEVERANCE PAY:**

A.    It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2 of the Village Code of the VILLAGE OF WILLOWBROOK.

B.    Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, subject only to paragraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1.    Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position or substantially all of her responsibilities of Director of Finance;
2.    Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3.    Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4.    Should the EMPLOYEE resign following a recommendation by the corporate authorities that she resign.

5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary plus an additional one (1) calendar week's salary for each completed year of full-time employment with the VILLAGE at the time of termination, together not to exceed a maximum of six (6) months severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Seven and Nine for a period of three (3) months from and after the date of termination plus an additional one (1) calendar week's benefits for each completed year of full-time employment with the VILLAGE together not to exceed a maximum of six (6) months benefits.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and fringe benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraph B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing her voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of her position due to illness or injury.
- Refusal to take any action or perform any duty or responsibility of her position due to her good faith belief that doing so would violate a legal, moral or ethical obligation.
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraph B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to herself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with her ability to discharge the duties of her position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final

determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, she shall be restored to her position and all amounts of pay withheld shall be promptly paid to her. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then she shall forfeit her position as the Director of Finance of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to her indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from her position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, the EMPLOYEE shall not be entitled to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs Band C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in this Agreement.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that she has had the opportunity to review the terms of this Agreement with an attorney of her own choosing, prior to the execution of this Agreement.

**SECTION FOUR: SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$122,000.00), per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees.

**SECTION FIVE: EXTENT OF SERVICE – OUTSIDE ACTIVITIES:** EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Administrator.

**SECTION SIX: EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the expenses of the Director of Finance, including but not limited to, business expenses, professional dues and subscriptions, educational expenses and related training and continuing professional education requirements necessary to maintain her designation as a Certified Public Accountant (CPA), travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual".

**SECTION SEVEN:**            **BENEFITS:**    The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE OF WILLOWBROOK, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

**SECTION EIGHT:**            **PERFORMANCE EVALUATION:**    The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

**SECTION NINE:**            **RETIREMENT:**    It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

**SECTION TEN:**            **VACATION LEAVE:**    EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK, with the following exceptions, amendments, and deviations:

- a) For purposes of "Vacation Leave", as contained in Article 5.4(A)(1) of the "Personnel Manual", since EMPLOYEE has served as a finance consultant since December 13, 2010, the initial vacation time provided of ten (10) days shall be awarded upon the full execution of this Agreement as opposed to in the arrears as stipulated in the Personnel Manual.
- b) For purposes of "Vacation Computation", as contained in Article 5.4(C) of the "Personnel Manual", EMPLOYEE's anniversary date of employment, for this section only, shall be

regarded as December 13, 2010 – the initial date the EMPLOYEE began serving as a finance consultant for the Village. (For all other employment purposes, and other provisions within this Agreement, the EMPLOYEE’s anniversary date shall be the commencement date of the term of employment contained in Section Two above.)

- c) Annual vacation time accruals, subsequent to the initial awarded vacation time, shall be awarded each December 13<sup>th</sup> thereafter, commencing on December 13, 2015, at which time EMPLOYEE will be awarded fifteen (15) additional vacation days annually. At December 13, 2020, EMPLOYEE will be awarded twenty (20) additional vacation days annually. At December 13, 2025, EMPLOYEE will be awarded twenty-five (25) additional vacation days annually.

**SECTION ELEVEN:**      **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at \_\_\_\_\_ . The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of her office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

**SECTION TWELVE:**      **GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by her are unique

and personal. Accordingly, the EMPLOYEE may not assign any of her rights or delegate any of her duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

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

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE at:**

Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

2. **EMPLOYEE at:**

Caroline A. Dittman

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3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. 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 this 11th day of May, 2015.

**VILLAGE OF WILLOWBROOK, an  
Illinois Municipal Corporation**

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

**ATTEST:**

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

  
\_\_\_\_\_  
Caroline A. Dittman