

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 26, 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. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - May 11, 2015 (APPROVE)
 - c. Minutes - Executive Session Meeting - May 11, 2015 (APPROVE)
 - d. Warrants - \$341,504.17 (APPROVE)
 - e. 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)
 - f. Resolution - A Resolution Authorizing the Chief of Police to Place an Order for Two 2015 Ford Utility Police Interceptor AWD Vehicles Through the Suburban Purchasing Cooperative (ADOPT)
 - g. Resolution - A Resolution Authorizing the Chief of Police to Purchase Twelve (12) Reviver AEDs (ADOPT)
 - h. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 2 - Additional Luminaires - LED Streetlight Conversion Project (ADOPT)
 - i. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Provide Heating Ventilation and Air Conditioning Maintenance Services - The Heat Engineering Company (ADOPT)

- j. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Purchase a T5 Walk Behind Automatic Floor Scrubber with Hydrolink Battery Watering System - PCS Industries (ADOPT)

NEW BUSINESS

- 6. DELINQUENT WATER BILLS
- 7. PROCLAMATION - A PROCLAMATION RECOGNIZING OFFICER ROBERT R. SCHALLER FOR 20 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK
- 8. ORDINANCE - AN ORDINANCE AMENDING TITLE 13 (COMMUNITY ANTENNA TELEVISION SYSTEMS) CHAPTER 1 (CABLE COMMUNICATIONS) SECTION 54 (CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS) OF THE VILLAGE CODE OF WILLOWBROOK RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS
- 9. RESOLUTION - A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND COMCAST OF ILLINOIS VI, LLC
- 10. RESOLUTION - A RESOLUTION AWARDING THE FISCAL YEAR 2015/16 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO K-FIVE CONSTRUCTION CORPORATION IN THE AMOUNT OF \$212,996.53
- 11(a). MOTION - A MOTION TO WAIVE THE COMPETITIVE BIDDING PROCESS IN SEEKING PROPOSALS TO COMPLETE A COMPREHENSIVE LANDSCAPE INSTALLATION, 835 MIDWAY DRIVE (VILLAGE HALL)
- 11(b). RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE A COMPREHENSIVE LANDSCAPE INSTALLATION, 835 MIDWAY DRIVE (VILLAGE HALL) - HINSDALE NURSERIES
- 12. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH BKD LLP FOR AUDIT SERVICES FOR FISCAL YEAR 2014/15

13. RESOLUTION - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PURCHASE A CANINE FROM NORTHERN MICHIGAN K-9 INCLUDING FOUR (4) WEEKS OF CANINE HANDLER TRAINING

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 11, 2015 AT THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Interim Finance Director Carrie Dittman, Assistant to the Village Administrator Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Village Attorney Durkin to lead everyone in saying the Pledge of Allegiance.

4. OATHS OF OFFICE - VILLAGE TRUSTEE

Village Clerk Hansen administered the oaths of office for the reelected terms of Village Trustees Sue Berglund, Helen "Gayle" Neal, and Paul Oggerino.

5. ROLL CALL

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

ABSENT: None

Clerk Hansen advised the rest of Board and staff were still in attendance.

6. VISITORS' BUSINESS

None presented.

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 - Ordinance No. 15-O-11 (PASS)
- f. Ordinance - An Ordinance Authorizing the Sale and/or Disposition of Surplus Personal Property of the Village of Willowbrook, DuPage County, Illinois - Ordinance No. 15-O-12 (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 - Pulled for Discussion
- 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 - Resolution No. 15-R-22 (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 - Resolution No. 15-R-23 (ADOPT)
- j. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 38 - Structural Modifications - Village Hall Renovation Project - Resolution No. 15-R-24 (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 - Resolution No. 15-R-25 (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 - Resolution No. 15-R-26 (ADOPT)

- m. Motion - Motion to Approve - Village Hall Renovation Contract: Payout #7 - Final Payment, FBG Construction Corporation (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda. Trustee Mistele recommended that Item 7g be tabled at this time. The signed agreement had not been received as of the beginning of tonight's Board meeting.

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

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

MOTION DECLARED CARRIED

MOTION: Made by Trustee Neal and seconded by Trustee Mistele to table Item 7g until a future meeting.

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

MOTION DECLARED CARRIED

NEW BUSINESS

8. MAYOR'S APPOINTMENTS TO COMMITTEES OF THE BOARD OF TRUSTEES

Mayor Trilla related that all of the Committee chairmen have been retained in their positions. The supportive members have been changed in an effort to expand their experiences. Trustees Kelly and Berglund will serve on the Public Safety Committee, Trustees Mistele and Oggerino will serve on the Municipal Services Committees, and Trustees Davi and Neal will serve on the Finance and Administration Committee.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to concur with Mayor's Committee Appointments.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A 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

Interim Finance Director Dittman related that after a needs assessment was conducted by Sikich, LLC, vendors submitted proposals for a new Enterprise Resource Planning software system. After demonstrations were conducted, the software system from BS&A Software was determined to be the best fit for the Village.

Trustee Mistele questioned how long the implementation will take. Ms. Dittman stated that it could take between 6 - 9 months. The new software will be installed in phases.

Trustee Neal asked if the hours of support were satisfactory with staff. Ms. Dittman advised that that the hours of support are 7:30 a.m. - 7:30 p.m. with quick response times within eight hours, and more likely to be less than an hour to resolve issues.

Administrator Halik advised that BS&A Software has been very successful among municipal clients. Some of the local municipalities that use BS&A are Northbrook and Burr Ridge.

Trustee Davi questioned if there could be any disruption during implementation. Ms. Dittman stated that the Village will be running parallel systems with the old software for the first couple of months for each module.

MOTION: Made by Trustee Mistele and seconded by Trustee Neal to adopt Resolution No. 15-R-27 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 1 - ADDITIONAL LUMINAIRES - LED STREETLIGHT CONVERSION PROJECT

Administrator Halik advised that an extremely low bid was received to convert 64 of the Village's streetlights to LED technology. Based on the low bid, an additional cost was requested from the vendor to replace all streetlights throughout the Village.

The Village has received two grants in the amount of \$117,000 to offset most of the costs of this project. The total costs to the Village are \$34,381.25 to convert all existing streetlights to the LED technology.

Administrator Halik advised that the next step after the replacements is to apply for a lower electric rate through ComEd, at which time we will realize savings on energy as well.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 15-R-28 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi related that there was a presentation on Comcast at the Finance Committee and will be brought before the Board at the next Board meeting.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board that due to the Memorial Day Holiday, the next Board meeting will be held on Tuesday, May 26, 2015.

15. MAYOR'S REPORT

Mayor Trilla stated that he had a conversation with a Regional Vice President from Whole Foods. He related the Whole Foods that will be opening soon in Elmhurst will closely resemble the new Willowbrook store if any Board member would like to check it out.

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)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Davi to recess into Executive Session at the hour of 6:50 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:39 p.m.

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

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, and Village Administrator Timothy Halik.

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

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution No. 15-R-29 as presented.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 7:41 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 26, 2015.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 26, 2015

GENERAL CORPORATE FUND	-----	\$183,068.00
WATER FUND	-----	143,220.92
HOTEL/MOTEL TAX FUND	-----	15,215.25
TOTAL WARRANTS	-----	\$341,504.17



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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BILLS PAID REPORT FOR MAY, 2015

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	05/27 CK# 86553	\$2,179.28
D7088 MAY15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088 MAY15 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIR ONE EQUIPMENT (48)	05/27 CK# 86554	\$53.05
9927053474 EQUIPMENT RENTAL 01-535-290	01-35-750-290	53.05
ALL AMERICAN PAPER COMPANY (68)	05/27 CK# 86556	\$124.71
88302 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	50.49
88442 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	74.22
ALLISON LLOYD (1466)	05/27 CK# 86557	\$200.00
DEPOSIT 2015 PARK PERMIT FEES 01-310-814	01-310-814	200.00
AMERICAN FIRST AID SERVICE INC (77)	05/27 CK# 86559	\$32.05
22637 OPERATING EQUIPMENT 01-451-401	01-30-630-401	32.05
AMERICAN PUB.WKS.ASSN. (92)	05/27 CK# 86560	\$179.00
695540/HLK14/15 FEES DUES SUBSCRIPTIONS - 01-501-307	01-35-710-307	179.00
AMPLE SUPPLY COMPANY (2690)	05/27 CK# 86561	\$24.00
262138 OFFICE SUPPLIES 01-420-301	01-10-455-301	24.00
ARROWHEAD SCIENTIFIC INC (123)	05/27 CK# 86562	\$355.72
78558 OPERATING EQUIPMENT 01-451-401	01-30-630-401	355.72
AMERICAN TRAFFIC SOLUTIONS (2300)	05/27 CK# 86564	\$24,285.50
19544/APR 15 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
19544/APR 15 RED LIGHT - MISC FEE	01-30-630-249	1,810.50
ERIC BABCZAK (2656)	05/27 CK# 86565	\$57.98
2015 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	57.98
BSN SPORTS (2471)	05/27 CK# 86566	\$20.34
96922428 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	20.34
BUTTREY RENTAL SERVICE, INC. (265)	05/27 CK# 86567	\$347.90
202317 EQUIPMENT RENTAL 01-535-290	01-35-750-290	74.80
202326 EQUIPMENT RENTAL 01-535-290	01-35-750-290	68.50
202360 EQUIPMENT RENTAL 01-535-290	01-35-750-290	204.60
CALL ONE INC (289)	05/27 CK# 86568	\$1,801.60
10109812 MAY 15 PHONE - TELEPHONES 01-420-201	01-10-455-201	942.75
10109812 MAY 15 PHONE - TELEPHONES 01-451-201	01-30-630-201	858.85
CHICAGO METRO AGENCY FOR PLANNING (2129)	05/27 CK# 86569	\$81.75
67964 FY15/16 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	81.75
CHRISTOPHER B. BURKE (333)	05/27 CK# 86570	\$21,836.96
122336 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	8,456.30
122337 PLAN REVIEW - BUILDING CODE 01-555-258	01-40-820-258	715.00
122338 PLAN REVIEW - BUILDING CODE 01-555-258	01-40-820-258	184.00
122339 REIMB.	01-15-520-254	440.00
122340 REIMB.	01-15-520-254	330.00
122341 REIMB.	01-40-820-259	863.25
122342 REIMB.	01-40-820-259	496.66
122343 REIMB.	01-40-820-259	639.50
122344 REIMB.	01-15-520-254	220.00
122345 FEES - ENGINEERING 01-505-245	01-35-720-245	8,975.00
122346 REIMB.	01-40-820-259	254.50
122347 REIMB.	01-40-820-259	262.75

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CITY WIDE OF ILLINOIS (2667)	05/27 CK# 86571	\$3,466.99
1238 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	2,600.74
1252 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	866.25
CLARKE AQUATIC WEED TECHNOLOGY (115)	05/27 CK# 86572	\$2,882.97
3222064 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,882.97
CLARKE ENVIRONMENTAL (350)	05/27 CK# 86573	\$6,425.00
6341179/MAY 15 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,425.00
COMMONWEALTH EDISON (370)	05/27 CK# 86574	\$904.98
0423085170MY15 RED LIGHT - COM ED	01-30-630-248	77.88
0791026027MY15 RED LIGHT - COM ED	01-30-630-248	51.16
4403140110MY15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	87.77
6683089003MY15 RED LIGHT - COM ED	01-30-630-248	42.68
7432089030MY15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	645.49
COMPASS PLUMBING LLC (2306)	05/27 CK# 86575	\$436.00
6972 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	218.00
6973 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	218.00
DATAMATION IMAGING SERVICES (2568)	05/27 CK# 86576	\$1,700.00
MAY21534 E D P EQUIPMENT 01-445-641	01-10-485-641	1,700.00
DECISION SYSTEMS COMPANY (454)	05/27 CK# 86577	\$7,427.39
FY 15/16 E.D.P. SOFTWARE 01-410-212	01-10-460-212	563.79
FY 15/16 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	6,247.07
FY 15/16 EDP-SOFTWARE 01-457-212	01-30-640-212	616.53
DISCOVERY BENEFITS SIMPLIFY (2534)	05/27 CK# 86578	\$50.00
21019 MAY 2015 EMP DED PAY - FSA FEE 01-210-221	01-210-221	39.60
21019 MAY 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	10.40
DONNA MAZUR (1466)	05/27 CK# 86579	\$340.00
CANCELLED PARK PERMIT FEES 01-310-814	01-310-814	340.00
DR BRENNAN CONSTRUCTION (2691)	05/27 CK# 86580	\$1,300.00
15-100 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	1,300.00
CHRISTOPHER M. DRAKE (489)	05/27 CK# 86581	\$158.00
15 UNIFRMS UNIFORMS 01-451-345	01-30-630-345	158.00
DUPAGE COUNTY E.T.S.B. 911 (513)	05/27 CK# 86583	\$468.37
ETS030-15-05MAY PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
FBINAA (574)	05/27 CK# 86586	\$95.00
20455SHLTN15/16 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.00
F.I.A.T. (602)	05/27 CK# 86587	\$3,500.00
15-16 FIAT 01-451-238	01-30-630-238	3,500.00
FOREMOST PROMOTIONS (622)	05/27 CK# 86588	\$184.44
297112 COMMODITIES 01-482-331	01-30-670-331	184.44
W.W. GRAINGER (1999)	05/27 CK# 86590	\$45.82
9737473521 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	45.82
HOME DEPOT CREDIT SERVICES (808)	05/27 CK# 86592	\$369.03
7021576 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	149.73
8170365 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	165.19
9586092 OPERATING EQUIPMENT 01-451-401	01-30-630-401	54.11
I-PAC (961)	05/27 CK# 86593	\$50.00
15/16 MBSHP FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	50.00

VILLAGE OF WILLOWBROOK
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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
I.R.M.A. (966)	05/27 CK# 86594	\$1,460.62
APR 2015 BONDS-SELF INSURANCE 01-460-275	01-30-645-275	1,460.62
ILL. MUNICIPAL LEAGUE (895)	05/27 CK# 86595	\$878.00
2015/16 FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	878.00
INT. INST.OF MUNICIPAL CLERKS (956)	05/27 CK# 86596	\$250.00
2015/16 HNS/STC FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	250.00
INTERGOVERNMENTAL PERSONNEL (934)	05/27 CK# 86597	\$42,395.28
MAY 2015 EMP DED PAY-INS 01-210-204	01-210-204	10,779.62
MAY 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	48.87
MAY 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.10
MAY 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	597.30
MAY 2015 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	731.32
MAY 2015 PLAN COMMISSION COMPENSATION	01-15-510-340	58.21
MAY 2015 LIFE INS BENEFIT -APPOINTED/ELECTED	01-20-550-148	87.60
MAY 2015 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,475.24
MAY 2015 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	25,511.19
MAY 2015 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	859.54
MAY 2015 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,217.29
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	05/27 CK# 86598	\$495.49
9001385745 COPY SERVICE 01-451-315	01-30-630-315	121.34
9001391627 COPY SERVICE 01-420-315	01-10-455-315	374.15
LEADS ON-LINE (2434)	05/27 CK# 86599	\$1,488.00
2015/16 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	1,488.00
LOGSDON OFFICE SUPPLY (2452)	05/27 CK# 86600	\$120.58
941201-001 OFFICE SUPPLIES 01-420-301	01-10-455-301	86.68
941201-001 OFFICE SUPPLIES 01-551-301	01-40-810-301	33.90
MOTOROLA SOLUTIONS INC (1312)	05/27 CK# 86601	\$68.00
178343312015 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	05/27 CK# 86602	\$60.00
15/16 HNS/STCHL FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	35.00
6/3/15 STUCLH SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	25.00
MUNICIPAL EMERGENCY SERVICES INC. (1320)	05/27 CK# 86603	\$42.00
630963 UNIFORMS 01-451-345	01-30-630-345	42.00
NORTH EAST MULTI REGIONAL TRNG. (1371)	05/27 CK# 86605	\$2,470.00
2015/2016 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	2,470.00
NORTHEASTERN ILLINOIS PUBLIC (2692)	05/27 CK# 86606	\$350.00
13932 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	350.00
ORIENTAL TRADING (2418)	05/27 CK# 86607	\$898.02
32702530 COMMODITIES 01-482-331	01-30-670-331	898.02
ORKIN EXTERMINATING (1439)	05/27 CK# 86608	\$84.70
MAY 2015 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	84.70
P.F. PETTIBONE & CO. (1491)	05/27 CK# 86609	\$12.80
33137 PRINTING & PUBLISH 01-420-302	01-10-455-302	12.80
ANDREW C PASSERO (2492)	05/27 CK# 86610	\$275.56
5/06/15 GAS GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	90.87
5/18/15 GAS GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	89.69
5/8/15 GAS GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	95.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PAWEL ZIMA (1862) WL76926 TRAFFIC FINES 01-310-502	05/27 CK# 86611 01-310-502	\$25.00 25.00
PCS INDUSTRIES (2676) 199003 BUILDING MAINTENANCE SUPPLIES 01-405-351	05/27 CK# 86612 01-10-466-351	\$878.07 878.07
PESSINA TREE SERVICE LLC (2587) 1812-62 REIMB. EXP - BRUSH PICKUP 01-540-284	05/27 CK# 86613 01-35-755-284	\$4,750.00 4,750.00
PETTY CASH C/O TIM HALIK (1492) 5/19/15 PUBLIC RELATIONS 01-435-365 5/19/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	05/27 CK# 86614 01-10-475-365 01-30-630-304	\$116.93 10.93 106.00
PHILLIP'S FLOWERS (1498) LAZARSKI PUBLIC RELATIONS 01-435-365	05/27 CK# 86615 01-10-475-365	\$110.95 110.95
PRO-TEK LOCK AND SAFE (1547) 83374 OPERATING EQUIPMENT 01-451-401	05/27 CK# 86616 01-30-630-401	\$106.00 106.00
PROGRESSIVE BUSINESS PUBLICATIONS (2414) 527848501 15/16 FEES DUES SUBSCRIPTIONS 01-740-307	05/27 CK# 86617 01-07-435-307	\$230.00 230.00
RAGS ELECTRIC, INC (1585) 15121 MAINTENANCE - STREET LIGHTS 01-530-223 15122 MAINTENANCE - STREET LIGHTS 01-530-223 15123 MAINTENANCE - STREET LIGHTS 01-530-223 15124 MAINTENANCE - STREET LIGHTS 01-530-223 15125 MAINTENANCE - BUILDING 01-405-228	05/27 CK# 86618 01-35-745-223 01-35-745-223 01-35-745-223 01-35-745-223 01-10-466-228	\$1,434.25 247.00 131.50 374.50 328.75 352.50
REPUBLIC SVC #551 (2345) 0551011610372 WASTE STICKERS - ARC 01-130-112	05/27 CK# 86619 01-130-112	\$1,500.00 1,500.00
ROBERT WHITE CONSTRUCTION (2579) 1125 STREET & ROW MAINTENANCE 01-535-328	05/27 CK# 86620 01-35-750-328	\$2,400.00 2,400.00
RUSSO'S POWER EQUIPMENT (2642) 2425093 MAINTENANCE - EQUIPMENT 01-520-411 2425096 OPERATING SUPPLIES & EQUIPMENT 01-503-401 2425103 MAINTENANCE - EQUIPMENT 01-520-411	05/27 CK# 86621 01-35-735-411 01-35-715-401 01-35-735-411	\$938.62 872.21 57.72 8.69
SAM SCHWARTZ ENGINEERING DPC (2383) 63645 REIMB.	05/27 CK# 86622 01-15-520-258	\$40.75 40.75
SANTO SPORT STORE (2512) 82201 SUMMER PROGRAM MATERIALS & SERVICES	05/27 CK# 86623 01-20-575-119	\$36.42 36.42
SCHERMER ASPHALT PAVING (2636) 93710 STREET & ROW MAINTENANCE 01-535-328	05/27 CK# 86624 01-35-750-328	\$3,900.00 3,900.00
SEASON COMFORT, CORP. (1687) 206292 MAINTENANCE - BUILDING 01-405-228	05/27 CK# 86625 01-10-466-228	\$125.00 125.00
SERVICE SANITATION INC (1697) 7001456 RENT - EQUIPMENT 01-615-234 7001457 RENT - EQUIPMENT 01-615-234 CREDIT RENT - EQUIPMENT 01-615-234	05/27 CK# 86626 01-20-570-234 01-20-570-234 01-20-570-234	\$225.46 161.00 95.00 -30.54
SOUTHWEST CENTRAL DISPATCH (1751) MAY 2015 RADIO DISPATCHING 01-483-235	05/27 CK# 86627 01-30-675-235	\$22,205.90 22,205.90
STAPLES (1767) 8034206672 OFFICE SUPPLIES 01-451-301	05/27 CK# 86628 01-30-630-301	\$169.09 169.09
LAW OFFICES STORINO RAMELLO & DURKIN (2545) 66911/APR 15 FEES - VILLAGE ATTORNEY 01-425-239	05/27 CK# 86629 01-10-470-239	\$6,122.60 6,122.60

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
STREICHER'S (1787)	05/27 CK# 86630	\$209.00
11151001 UNIFORMS 01-451-345	01-30-630-345	209.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	05/27 CK# 86632	\$530.00
15-1471 REIMB	01-40-830-117	530.00
TOM & JERRY'S SHELL SERVICES (1883)	05/27 CK# 86633	\$756.88
31116 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
51321 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	120.55
51342 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
51368 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	50.90
51380 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	29.53
51402 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	50.90
60408 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	105.00
APRIL 2015 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	344.55
TOOLS PLUS INDUSTRIES LLC (2269)	05/27 CK# 86634	\$547.09
43340 UNIFORMS 01-501-345	01-35-710-345	547.09
TRAFFIC CONTROL & PROTECTIONS (2337)	05/27 CK# 86635	\$231.80
83148 ROAD SIGNS 01-540-333	01-35-755-333	231.80
UNIFIRST (1926)	05/27 CK# 86636	\$244.55
0610901762 MAINTENANCE - PW BUILDING	01-35-725-418	58.10
0610904492 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	186.45
UNIVERSITY OF ILLINOIS (1934)	05/27 CK# 86637	\$379.00
15-33894 OPERATING EQUIPMENT 01-451-401	01-30-630-401	379.00
VERIZON WIRELESS (1972)	05/27 CK# 86638	\$890.40
9744905609 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	60.12
9744905609 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.37
9744905609 PHONE - TELEPHONES 01-451-201	01-30-630-201	571.44
9744905609 TELEPHONES 01-501-201	01-35-710-201	136.95
9744905609 TELEPHONES 01-551-201	01-40-810-201	98.52
WESTOWN AUTO SUPPLY COMPANY (2026)	05/27 CK# 86639	\$46.36
63507 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	46.36
WILD GOOSE CHASE INC (2047)	05/27 CK# 86640	\$840.00
22884 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
WLBK BURR RIDGE KIWANIS (2054)	05/27 CK# 86642	\$345.00
GLF OUTNG 5/21 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	345.00
TOTAL GENERAL CORPORATE FUND		\$183,068.00

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	05/27 CK# 86555	\$507.69
92825 JUN/AUG15 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593 JUN/AUG15 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594 JUN/AUG15 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
AMERICAN WATER WORKS ASSN (149)	05/27 CK# 86558	\$325.00
448729/HLK15/16 FEES DUES SUBSCRIPTIONS 02-401-307	02-50-401-307	325.00
AT & T MOBILITY (64)	05/27 CK# 86563	\$72.89
826930710 MAY15 PHONE - TELEPHONES 02-401-201	02-50-401-201	72.89
CALL ONE INC (289)	05/27 CK# 86568	\$654.91
10109812 MAY 15 PHONE - TELEPHONES 02-401-201	02-50-401-201	654.91
COMMONWEALTH EDISON (370)	05/27 CK# 86574	\$1,855.83
4651111049MY15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,086.91
5071072051MY15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	768.92
DECISION SYSTEMS COMPANY (454)	05/27 CK# 86577	\$5,835.63
FY 15/16 EDP SOFTWARE 02-417-212	02-50-417-212	5,835.63
DUPAGE WATER COMMISSION (521)	05/27 CK# 86584	\$130,738.01
10884/APR 15 PURCHASE OF WATER 02-420-575	02-50-420-575	130,738.01
ENVIRO TEST INC (555)	05/27 CK# 86585	\$87.50
15131023APR15 SAMPLING ANALYSIS 02-420-362	02-50-420-362	87.50
GEMINI GROUP L.L.C.. (2398)	05/27 CK# 86589	\$1,470.00
115-12038 PRINTING & PUBLISHING 02-401-302	02-50-401-302	1,470.00
HD SUPPLY WATERWORKS, LTD (2191)	05/27 CK# 86591	\$179.00
D869647 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	179.00
INTERGOVERNMENTAL PERSONNEL (934)	05/27 CK# 86597	\$913.92
MAY 2015 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	913.92
NORLAB INC (1374)	05/27 CK# 86604	\$272.00
74711 CHEMICALS 02-420-361	02-50-420-361	272.00
TAMELING INDUSTRIES (1844)	05/27 CK# 86631	\$171.58
101470 LANDSCAPE - OTHER 02-430-299	02-50-430-299	171.58
VERIZON WIRELESS (1972)	05/27 CK# 86638	\$136.96
9744905609 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.96
TOTAL WATER FUND		\$143,220.92

VILLAGE OF WILLOWBROOK
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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	05/27 CK# 86582	\$12,215.25
2418 ADVERTISING 03-435-317	03-53-435-317	12,215.25
WLBK BURR RIDGE CHAMBER OF COM (2053)	05/27 CK# 86641	\$3,000.00
2015 DIRECTORY CHAMBER DIRECTORY 03-435-319	03-53-435-319	3,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$15,215.25

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MAY, 2015

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	183,068.00	*
02-110-105	WATER FUND-CHECKING 0010330283	143,220.92	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	15,215.25	*
TOTAL ALL FUNDS		341,504.17	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p style="text-align: center;">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</p>	<p>AGENDA NO. 5e</p> <p>AGENDA DATE: <u>5/26/15</u></p>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>TE Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TE Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> <u>on March 9, 2015</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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 4th 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 early June 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 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between Village of Willowbrook
(hereinafter called OWNER) and ERA Valdivia Contractors, Inc.
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work includes repainting of a 500,000 gallon steel, single-pedestal, water spheroid elevated tank, complete surface preparation and new coatings for the exterior and interior wet, and partial surface preparation and coatings for the interior dry. Provision and installation of a failsafe roof vent and miscellaneous steel repair work shall also be performed. All work shall be inside containment. All tank appurtenances shall be included.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

To complete all work as listed in Specification Section 00400, pages 00400-5 and 00400-6 including Bid Alternative #1.

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc. ®.

3.02 OWNER has retained Christopher B. Burke Engineering, Ltd. ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, except for resident project representative services. OWNER will assume these duties and responsibilities and the rights and authority thereto in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before October 31, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before November 30, 2015.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1 CONTRACTOR shall not commence construction until ~~May~~ ^{JUNE} 1, 2015.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This amount is comprised of \$300 per day for engineering, construction administration services, construction observation services, and inspections and \$200 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$500 for each day that expires after such time until the Work is completed and ready for final payment. This amount is comprised of \$300 per day for engineering, construction administration services, construction observation services, and inspections and \$200 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit. The awarded Contract Amount includes the Computed Total Base Bid plus Bid Alternatives _____.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies to the OWNER that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to OWNER on recommendation of ENGINEER, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First:	WRITTEN AMENDMENTS
Second:	AGREEMENT
Third:	CHANGE ORDERS
Fourth:	ADDENDA
Fifth:	SUPPLEMENTAL CONDITIONS
Sixth:	GENERAL CONDITIONS
Seventh:	SPECIFICATIONS
Eighth:	DRAWINGS

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. CONTRACTOR has carefully studied (1) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or accepts consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect the cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 through 00520-10, inclusive);
2. Performance Bond (pages to 00600-1 through 00600-3, inclusive);
3. Payment Bond (pages 00600-4 through 00600-6, inclusive);
4. Other bonds
 - a. N/A (pages N/A to N/A , inclusive);
5. General Conditions, inclusive);
6. Supplementary Conditions (pages 00800-1 through 00800-20, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings-Sheets No. 1 through No. 3

inclusive incorporated herein by reference with each sheet bearing the following general title:

Executive Tank Rehabilitation for the Village of Willowbrook

as well as drawings listed in the table of contents that are bound at the back of these specifications.

9. Addenda (N/A).
10. Exhibits to this Agreement (enumerated as follows): N/A

11. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (page 00500-1, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Liquidated Damages

A. Failure to perform and prosecute the work in a timely manner as provided by the Contract; CONTRACTOR shall be liable for payment of the sum of Five Hundred Dollars (\$500.00) per day. Notwithstanding the foregoing, CONTRACTOR shall not be liable for liquidated damages resulting from delays caused by OWNER, force majeure, or conditions outside the reasonable control of CONTRACTOR.

10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

10.07 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on April 13, 2015
(which is the Effective Date of the Agreement).

OWNER Village of Willowbrook

Signature and Title (Seal)

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____
Street: _____
City, State, Zip Code: _____
Phone: _____
Facsimile: E-mail: _____
Designated Representative: _____

CONTRACTOR

ERA Valdivia Contractors, Inc.

J. de Valdivia president

(Seal)

Signature and Title

ATTEST:

By:

[Signature]

Signature and Title

Address for Giving Notices:

Name:

Jose G. Valdivia

Street:

11909 S. Avenue O

City, State, Zip Code:

Chicago, IL 60617

Phone:

773-721-9350

Facsimile: E-mail:

jose.valdivia@eravaldivia.com

Designated Representative:

Jose Valdivia

License No.:

(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, Saul Valdivia certify that I am the Secretary
(Print Name) (Title of Officer Signing Certificate)

of the corporation named as CONTRACTOR herein above; that Jose G. Valdivia
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then

President of said corporation; that said Agreement was duly signed
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Saul Valdivia
(Corporate Seal)

END OF SECTION

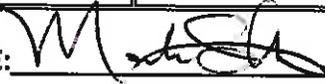
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR TWO 2015 FORD UTILITY POLICE INTERCEPTOR AWD VEHICLES THROUGH THE SUBURBAN PURCHASING COOPERATIVE.

AGENDA NO. _____ **5f** _____**AGENDA DATE:** 05/26/2015**STAFF REVIEW:** Mark Shelton, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** THOMAS BASTIAN TH**RECOMMENDED BY:** Timothy Halik, Village Administrator**SIGNATURE:** Te Halik**REVIEWED & APPROVED BY COMMITTEE:** YES _____ X _____ 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 two, 2015 Ford Utility Police Interceptor AWD vehicles. These vehicles will be used by the patrol division and replace current vehicles. The order will be completed with Currie Motors, 9423 W. Lincoln Hwy., Frankfort, Illinois. Currie Motors is a member of the Suburban Purchasing Cooperative, SPC Contract #122. The total cost for all vehicles will be \$57,554.00.

The total cost for the equipment and installation of the emergency equipment from Public Safety Direct for both vehicles is \$17,036.35.

ACTION PROPOSED:

APPROVE PURCHASE OF TWO 2015 FORD UTILITY POLICE INTERCEPTOR AWD VEHICLES WITH CURRIE MOTORS.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR TWO 2015 FORD UTILITY POLICE INTERCEPTOR AWD 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 two 2015 Ford Utility Police Interceptor AWD vehicles, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Currie Motors, SPC Contract # 122



Please enter the following:

Agency Name & Address WILLOWBROOK POLICE DEPARTMENT
7160 QUINCY STREET
WILLOWBROOK, IL 60527

Contact Name SERGEANT CHRIS DRAKE

Phone Number (630) 920-2246

Purchase Order Number 15-05

Total Dollar Amount \$ 28,777

Total Number of Units 1

Delivery Address SAME
SAME

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

Contract# 122



Please enter the following:

Agency Name & Address WILLOWBROOK POLICE DEPARTMENT
7760 QUINCY STREET
WILLOWBROOK, IL 60527

Contact Name SERGEANT CHRIS DRAKE

Phone Number (630) 920-2246

Purchase Order Number 15-060

Total Dollar Amount \$ 28,777

Total Number of Units 1

Delivery Address SAME
SAME

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

Contract# 122



**2015 Ford Utility Police Interceptor AWD
Contract # 122**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: January 30, 2015



2015 Ford Utility Police Interceptor AWD
Contract # 122
\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Generator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
Bi functional projector headlamps
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster

All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single zone manual Climate
Control
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	3.5L V-6 Ecoboost	\$3,120.00
<input type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	Whelen Light Bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap “Police”	\$726.00
<input type="checkbox"/>	16” Push Bumpers	\$665.00
<input type="checkbox"/>	18” Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input type="checkbox"/>	Keyed Alike	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 st /2 nd row carpet	\$107.00
<input type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00
<input type="checkbox"/>	Remappable (4) switches	\$155.00
<input type="checkbox"/>	Rear console plate	\$35.00
<input type="checkbox"/>	Auxiliary A/C	\$568.00
<input type="checkbox"/>	Radio suppression straps	\$135.00
<input type="checkbox"/>	Dark car feature (courtesy lights inop)	\$50.00
<input type="checkbox"/>	Over-ride switch	\$285.00
<input type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	Rustproof & Undercoat	\$395.00
<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	Roof rack side rails	\$100.00
<input type="checkbox"/>	Hidden door lock plunger w/inop handles	\$279.00
<input type="checkbox"/>	Dome lamp red/white cargo area	\$43.00

<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input type="checkbox"/>	License and Title fees MP plates	\$220.00

Optional Packages:

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	Police Interior Upgrade Package-65U Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input type="checkbox"/>	Front Headlamp Lighting Solution-66A Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
<input type="checkbox"/>	Front Headlamp Housing Only-86P Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	Tail Lamp Lighting Solution-66B Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
<input type="checkbox"/>	Rear Lighting Solution-66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
<input type="checkbox"/>	Ultimate Wiring Package-not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter 	\$540.00

	<ul style="list-style-type: none"> • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>Recommend police wire harness connector kits 47C & 21P</p>	
<input type="checkbox"/>	<p>Cargo Wiring Upfit Package-not available with Interior Upgrade Package</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,139.00
<input type="checkbox"/>	<p>Ready for the Road Package-not available with Interior Upgrade Package</p> <p>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inoperable • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U)</p>	\$3,102.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
<input type="checkbox"/>	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
	ESP Limited Maintenance Plan	

150,000 miles, 5000 mile interval	\$1,269.00
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Options – Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PURCHASE TWELVE (12) REVIVER AEDS.

AGENDA NO. _____ **5g** _____

AGENDA DATE: 05/26/2015

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Timothy Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES X _____ NO _____ N/A _____

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

The department currently has ten (10) AEDS located in each police patrol vehicle, one (1) is located in the Police Lock-up and one (1) is located in the Police front lobby. All have reached their life expectancy and need to be replaced. The department budgeted under its 2015/16 Capital Improvement plan to replace them under line item 01-30-680-611.

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

The department contacted Cintas First Aid and Safety and they gave a quote of \$1,050.00 for each AED along with a seven (7) year warranty. Adult pads and child pads will also need to be purchased at \$80.00 each for a cost of \$960.00. The total cost will be \$13,560.00. Cintas will evaluate our old AEDS and we will receive a trade-in monetary reimbursement for each unit in the amount determined to be between \$100.00 and \$300.00 depending on the old AEDS condition.

ACTION PROPOSED:

APPROVE THE PURCHASE OF PURCHASE TWELVE (12) REVIVER AEDS.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PURCHASE TWELVE (12) REVIVER AEDS

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 twelve (12) Reviver AEDS, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Cintas AED Quote dated: January 9th, 2015

AED Options



Basic Reviver



Item Number	Description	Individually Priced	Service Agreement Price
DEDCFC100	Basic Reviver AED	\$1,050.00	\$69/month
	*Comes standard with 5-Year Battery, Adult Pads, Operating Guide		
	7 Year warranty on AED		
99984	AED Medical Direction (3 years)	\$297.00	Included

Accessories

DEDAC100	Reviver Soft Grab and Go Bag	Included	Included
19120	Basic AED Cabinet No Alarm	\$79.95	
19110	AED Cabinet with Alarm	\$199.95	Included
341810	AED V-Sign	\$18.77	Included
DEDDP100P1	AED Pad Replacement	\$35.69	Included
DEDDP200P	Child Pads	\$80.00	
DEDCF200	AED Battery Replacement	\$155.36	Included
	Yearly Inspection (Includes All AED's)	\$59.99	Included
99989	Software Upgrades	Included	Included
99989	AED Announcement Poster	Included	Included
99599	AED Announcement Pamphlets	Included	Included
00400	Installation	Included	Included

Prepared For:

Mark Altobella
Willowbrook Police Department

Contact Information:

Nick Miady
Miadvn@cintas.com
630-362-9944

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 2 – ADDITIONAL LUMINAIRES – LED STREETLIGHT CONVERSION PROJECT	AGENDA NO. 5h AGENDA DATE: <u>5/26/15</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED BY COMMITTEE: 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. The Village Board accepted Change Order No. 1 at their May 11th regular meeting. Change Order No. 2, in the amount of \$38,004.75, includes the replacement of the final remaining 45 non cobra-head fixtures in town. 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:	\$151,381.25
DCEO Grant	(\$92,000)
ICE Grant	(\$25,000)
TOTAL COST TO VILLAGE:	\$34,381.25

ACTION PROPOSED:

Adopt resolution, which will serve to accept Change Order #2 for this project.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NUMBER 2 –
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 2, attached hereto as Exhibit "A" and made a part hereof, in the amount of \$38,014.75 for the purchase and installation of forty-five (45) additional LED streetlight fixtures as part of the Village's LED Streetlight Conversion Project.

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Village of Willowbrook
Change Order

Change Order No. : 2

Date : May 5, 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 45 shoe box and post top type 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>90,966.50</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (increased/decreased) =	\$	<u>38,014.75</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	<u>128,981.25</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) 5/6/15

Accepted By OWNER: _____ (date) _____

Village of Willowbrook
Change Order

Change Order No. : 2

Date : May 5, 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 45 shoe box and post top type 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>90,966.50</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (<u>increased/decreased</u>) =	\$	<u>38,014.75</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	<u>128,981.25</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] VP (date) 5/6/15

Accepted By OWNER: _____ (date) _____

Village of Willowbrook
Change Order

Change Order No. : 2

Date : May 5, 2015

Agreement Date : April 13, 2015

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Owner: Village of Willowbrook

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CONTRACT TIME will not be affected by this CHANGE ORDER

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Recommended By ENGINEER: [Signature] (date) 5/6/15

Accepted By CONTRACTOR: [Signature] VP (date) 5/6/15

Accepted By OWNER: _____ (date) _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE HEATING VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE SERVICES – THE HEAT ENGINEERING COMPANY	AGENDA NO. 5i AGENDA DATE: <u>5/26/15</u>
--	---

STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN III</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> on <u>May 11, 2015</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

The Village has for many years used the company, Season Comfort Corp., Westmont, for heating ventilation and air conditioning (HVAC) maintenance service in the Village Hall building. They have installed many of the HVAC units currently serving the Village Hall, and staff is satisfied with their response time on calls and quality of work. However, their maintenance fees have increased over time. Upon acquiring both the 825 and 835 Midway Drive building, we learned that the owners of those buildings were under HVAC maintenance agreements with The Heat Engineering Company, Countryside. These contracts are now expired, but the former owners of both buildings were very satisfied with the maintenance services provided by The Heat Engineering, and advised that the annual fee for their service contract was by-far the lowest offered by similar contractors.

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

Since we are now in need of a HVAC service agreement to cover all four (4) Village owned buildings, staff contacted The Heat Engineering Company to request a service agreement proposal. Their maintenance fees were indeed lower. The following is a cost summary for a one-year HVAC service agreement, including preventative maintenance service inspections twice a year, and filter changes three times a year:

LOCATION	The Heat Engineering Co.
7760 Quincy Street (Police)	\$4,030
700 WB Centre. Pkwy. (PW Garage)	(included in the above price)
825 Midway Drive (CRC)	(included in the above price)
835 Midway Drive (Village Hall)	(included in the above price)
Annual Total Cost:	\$4,030

The Heat Engineering Company will also provide a 10% discount on repair parts. With regard to labor fees for repair work not covered under the agreement:

RATE - Type	THE HEAT ENGINEERING
Regular	\$129.00/hr.
Overtime	\$192.00/hr.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE HEATING VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE SERVICES – THE HEAT ENGINEERING COMPANY

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from The Heat Engineering Company to provide heating ventilation and air conditioning maintenance services for Village facilities in accordance with the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, in the amount of \$4,030.00.

ADOPTED and APPROVED this 26th day of May, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

THE **HEAT** ENGINEERING CO.

6500 Joliet Rd
 Countryside, IL 60525
 Phone: 708-216-3300
 Fax: 708-579-0264

www.heatengineering.com

Installation and service performance that pleases

To: Village of Willowbrook	From: Michael Vlach
Alln: Andrew Passero	Pages: 3
Fax: 630 323 0787	Date: 4/17/2015
Phone: 630 514 3329	cc:

The revised Service Agreement Maintenance quote is attached. Questions please feel free to call or email.

Thank You,

Michael Vlach
Service Manager
Michael.Vlach@ATT.Net



Heating and Air Conditioning Contractors
67 years of excellence 1948 - 2015

Fax

the **HEAT** *engineering co.*



6500 JOLIET RD.
COUNTRYSIDE, ILLINOIS 60525
PHONE: 708-246-3300
FAX: 708-579-0264
www.heatengineering.com

HEATING AND AIR CONDITIONING CONTRACTOR

April 17, 2015

Mr. Andrew Passero
Public Works
The Village of Willowbrook
7760 Quincy S. Street
Willowbrook, IL 60527

Subject: Service Agreement Maintenance

Dear Mr. Passero:

Heat Engineering appreciates the opportunity to quote the Village of Willowbrook Service Agreement. Through our sixty six years of business The Heat Engineering Co. has found that a regular maintenance schedule helps your equipment achieve maximum efficiency and ensure its longevity. We propose Service Agreement Maintenance to cover the following:

7760 Quincy

6 Rooftop Heat/Cool Units
1 Condenser
1 Air Handler
3 Heaters
1 Hot Water Heater

700 Willowbrook Center Parkway

1 Furnace
1 Condenser
1 Thru the Wall Unit
3 Heaters
1 Hot Water Heater

835 Midway

6 Rooftop Heat/Cool Units
2 Unit Heaters

Water Tower-across from 77 Lake Hinsdale

Client will call for service all discounts are applicable

825 Midway

3 Rooftop Heat/Cool Units

SERVICE AGREEMENTS include:

A. Once a Service Agreement year, complete clean and check of the heating equipment listed. This service includes changing the filters (price of filters are not included), lubricating, checking the belts, checking all the safety devices, calibrating thermostats, cleaning the burners, checking heat exchanger, checking for gas leaks, checking the flue pipe and cleaning if necessary, checking out the entire operation of the heating system.

Page 2

The Village of Willowbrook

B. Once a Service Agreement year, complete clean and check of the air-conditioning equipment listed. This includes washing down the coils, lubricating, checking pressures, changing the filters (price of filters are not included), flushing out condensate drains and checking the entire operation of the air-conditioning.

C. Two additional mid-season visits. We will change filters and check the operations of the covered seasonal equipment listed above.

A MAINTENANCE AGREEMENT includes A, B and C as listed above. All service calls on listed equipment, including after hour emergency calls, are billed at a discounted labor rate and 10% off parts. Cost for the Agreement is \$4,030.00

Normal maintenance would be during our usual working hours: 7:30 A.M. to 4:00 P.M. Monday through Friday. Emergency calls would be done as necessary, but if possible during normal working hours. We will normally respond within four hours, but due to circumstances, it may take up to 24 hours.

The Heat Engineering Company is not required under this agreement to make repairs caused by acts of God, and improper repairs made by others, or causes not the result of normal wear and tear. Agreement covers equipment and their controls located in the immediate area of the equipment and the room thermostats. These agreements do not cover any of the piping throughout the building or any electrical Conduits or wiring from the panels to the equipment, but does cover fuses and troubleshooting of the same. Balancing of the airflow would not be included. It does not include replacement of coils, compressors or heat exchangers unless covered by manufacturer's warranty.

The maintenance agreement will be effective upon receipt of the payment and a signed copy of this agreement. The agreement will be in effect for one year with your option to renew upon receipt of the annual invoice. We appreciate your continued patronage and if you should have any questions regarding this agreement, please do not hesitate to call me.

Thank you for your consideration,



Michael Vlach
Service Manager
Michael.Vlach@ATT.ney

ACCEPTED BY: _____

DATE: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Purchase a T5 Walk Behind Automatic Floor Scrubber with Hydrolink Battery Watering System – PCS Industries

AGENDA NO.

5j

AGENDA DATE: 5/26/15

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, OTHER HISTORY)

During the F.Y. 2015/16 Budget review process, staff shared the difficulties public works crews were experiencing in properly maintaining the floor within the public works garage. When the 8,000 SF facility was constructed in 2008, an epoxy coating was applied to the concrete floor to guard against future staining of the concrete and general wear. This epoxy coating must be periodically cleaned to remove oils, dirt, salt, and grease from every day public works operations. This process includes three (3) employees working approximately six (6) hours using push brooms, garden hoses, detergent, scrub brushes, and squeegees to complete one (1) full floor cleaning process. During busier times of the year, public works crews are not available to complete a full cleaning as often as it should be done. As a result, areas of the epoxy coating are beginning to appear darker from light staining. Willowbrook public works crews reached out to other public works departments to determine how floors are cleaned in their facilities. It was learned that several use a self-contained floor scrubbing machine which greatly reduced staff time, which allows for more periodic cleaning.

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

Staff learned that our current janitorial supply vendor, PCS Industries, stocks and sells floor scrubbing machines. We arranged a demonstration of their smallest unit at our public works garage. This battery operated scrubber puts down water and a detergent, scrubs the floor, and vacuums the dirty water in a single pass. As a result, the unit was able to wash the floor in our public works garage in approximately one (1) hours' time. In addition, the unit is compact enough that it could be loaded in a truck or trailer and brought to other Village facilities to use.

The Village Board agreed to include \$10,000 in the Fiscal Year 2015/16 public works budget to purchase a self-contained floor scrubbing machine. Staff requested a proposal from PCS Industries for the same unit that was demoed. The total cost for the unit and recommended Hydrolink battery maintenance system is \$9,835.70.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO PURCHASE A T5 WALK BEHIND
AUTOMATIC FLOOR SCRUBBER WITH HYDROLINK BATTERY
WATERING SYSTEM – PCS INDUSTRIES

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal, attached hereto as Exhibit "A" and made a part hereof, from PCS Industries to purchase a T5 walk behind automatic floor scrubber with hydrolink battery watering system in the total amount of \$9,835.70 is hereby accepted. Further, the Mayor and Village Clerk, be and the same, are authorized to sign the proposal.

ADOPTED and APPROVED this 26th day of May, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



7979 W. 183rd St. Suite C, Tinley Park, IL 60477

Phone: (708)468-4600 Fax: (708)371-2429

Quoted
 VILLAGE OF WILLOWBROOK
 7760 QUINCY STREET
 WILLOWBROOK IL 60527-5594
 Tel:630-920-2261 Fax:630-920-2427

Ship To
 SAME

Quote # Q019621	Quote Date 11/20/2014	Exp Date 12/20/2014	Customer # 0003715	Customer P/O #	Ship Via Our Truck - Defaul	Writer RAB
Job ID	Customer Terms Net 30			Salesman Robert Boehm/21		

Product	Description	UM	Quant	Unit Price	Extension
***** * REC HOURS: 8:30-4:30 * *****					
TEN-9004122	TENNANT T5 WALKBEHIND SCRUBBER W/ECH20 28"	EA	1	12111.7733	12111.77
	ec H2O reduces the need for chemicals in the cleaning process thus reducing long term costs.				
TEN-9009619	HYDROLINK BATTERY WATERING SYSTEM	EA	1	300.9375	300.94
TEN-9002561	T5 WALK BEHIND AUTOMATIC SCRUBBER 28" DISK MODEL	EA	1	9534.76	9534.76

N/A

X: _____
 (Accepted by)

MESSAGE	TERMS



CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



T5

WALK-BEHIND FLOOR SCRUBBER

- Increase safety with NFSI-certified ec-H2O™ cleaning technology or FaST® Foam Scrubbing Technology
- Quietly clean with an OSHA-recognized test-standard 67 dBA
- Outstanding solution recovery – even on 180 degree turns – with innovative squeegee design

REACH A HIGH LEVEL OF **CLEANLINESS,**
HEALTH, AND **SAFETY** WITH THE NEW,
ENVIRONMENTALLY FRIENDLY T5:



REDUCE RESOURCE CONSUMPTION

Use less detergent and packaging with ec-H₂O™ chemical-free cleaning technology.

DECREASE NOISE LEVELS

Quietly scrub noise-sensitive environments with the T5's OSHA-recognized 67 dBA.

THE SAFE WAY TO CLEAN

Increase safety and cleanliness with chemical-free ec-H₂O technology or FaST® Foam Scrubbing Technology. The T5 uses up to 70% less water with both technologies. ec-H₂O uses no detergent. FaST uses up to 90% less detergent than traditional scrubbers.

EASY MAINTENANCE

Complete-access Hygenic® tanks allows for easy cleaning and sanitization.

HIGH PRODUCTIVITY WITH GEL BATTERIES

Achieve up to 4.5 hours of run-time with environmentally preferable sealed batteries.

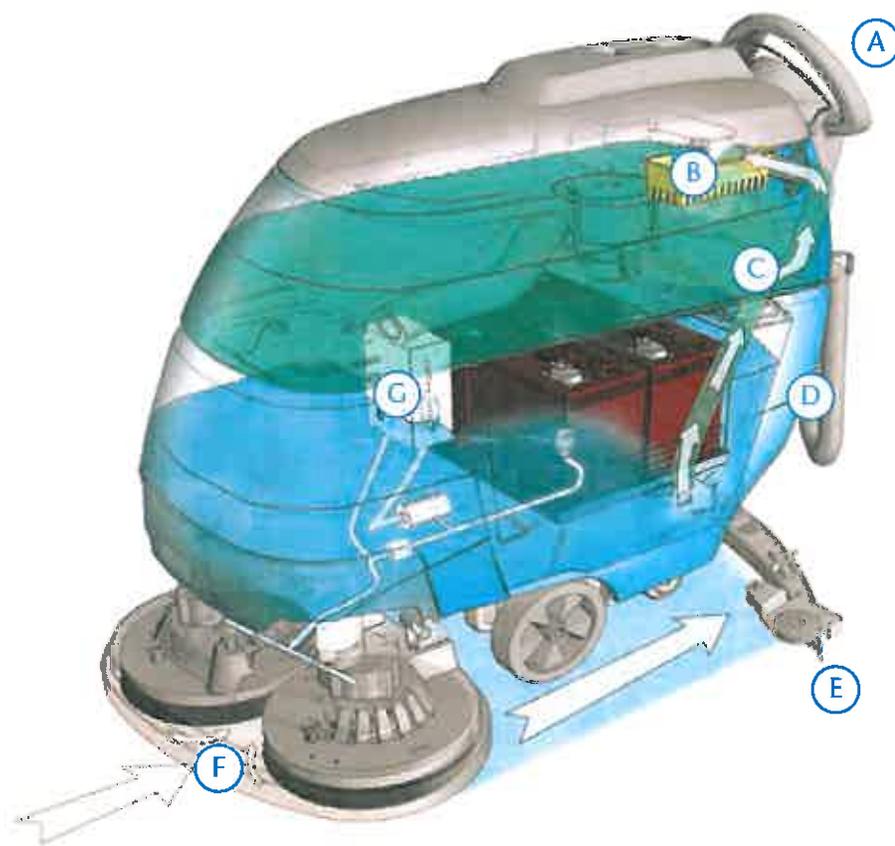
MAXIMIZE FLEXIBILITY AND VERSATILITY

Choose from 24, 28, 32 in / 600, 700, 800 mm disk or 26, 32 in / 650, 800 mm cylindrical brushes for scrubbing a variety of spaces and applications.

CONSISTENT CLEANING RESULTS

Lock-in consistent, repeatable cleaning results with exclusive QA Controls™ system.

INSIDE THE T5

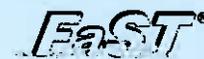


EXCLUSIVE TECHNOLOGIES (optional cleaning innovations)

Both technologies increase scrub time up to three times using a single tank of water.



ec-H2O technology electrically converts water into an innovative cleaning solution that cleans effectively, saves money, improves safety, and reduces environmental impact* compared to daily cleaning floor chemicals and methods.



FaST Foam Scrubbing Technology uses up to 70% less water and 90% less chemicals to improve floor traction as certified by NFSI, helping reduce the risk of slip and fall accidents.

*Based on a study by EcoForm™. Visit www.tennantco.com for more information.

- A** Easily train new operators to use the simple, intuitive controls.
- B** Reduce operator contact with wastewater and prevent clogged hoses/drains with the convenient debris tray.
- C** Easily cleanable solution and recovery tanks. Exclusive Hygenic[®] tanks are fully accessible for sanitization.
- D** Save time and storage space with the on-board charger.

- E** Quickly remove and replace brushes and squeegees. Plus, with the "no hassle" squeegee system, there are no tools for maintenance and the blade is factory set at the optimum recovery angle.
- F** Eliminate the need for follow-up passes and mop-ups with the fully self-adjusting splash skirt that captures scrub deck overspray.
- G** Scrub longer on a single tank with Green Seal certified FaST[®] Foam Scrubbing Technology or ec-H2O[™] technology.



ENVIRONMENTAL STEWARDSHIP



ec-H2O™ and FaST® technologies are NFSI (National Floor Safety Institute) Certified. NFSI certified products must pass a 2-phase wet slip resistance process and have been shown to reduce the potential for slip-and-fall accidents.



ec-H2O and FaST technologies are registered by NSF International. NSF International is an independent, not-for-profit organization that ensures formulation and labels on these products meet appropriate food safety regulations.



ec-H2O and FaST technologies may contribute to LEED or LEED-EBOM (Existing Building: Operations & Maintenance) points, provided other appropriate criteria are met. For more information on obtaining LEED points, please contact your sales rep or refer to the USGBC website at: www.usgbc.org.



FaST is a Green Seal (GS-37) Certified Detergent. Green Seal evaluates and certifies cleaning products based on criteria such as the toxicity of the product, skin and eye irritation, skin sensitization, combustibility, toxicity to aquatic life, and packaging.



Conserve Resources



Reduce Detergents



Increase Safety



Improve Air Quality



Reduce Noise

Choose GE Capital or U.S. Bancorp, our leasing providers, for simple, quick financing with flexible upgrade options.

T5 WALK-BEHIND FLOOR SCRUBBER

SCRUBBING SYSTEM

	DISK	CYLINDRICAL
Cleaning path	24 in / 600 mm 28 in / 700 mm 32 in / 800 mm	26 in / 650 mm 32 in / 800 mm
Productivity (per hour)		
Theoretical max:	(24 in) 26,400 ft ² / 2,500 m ² (28 in) 30,800 ft ² / 2,900 m ² (32 in) 35,200 ft ² / 3,300 m ²	(26 in) 28,600 ft ² / 2,700 m ² (32 in) 35,200 ft ² / 3,300 m ²
Estimated actual* (conventional)	(24 in) 17,875 ft ² / 1,660 m ² (28 in) 20,800 ft ² / 1,900 m ² (32 in) 24,000 ft ² / 2,200 m ²	(26 in) 19,200 ft ² / 1,790 m ² (32 in) 24,000 ft ² / 2,200 m ²
Estimated actual* (ec-H2O™ or FaST®)	(24 in) 20,075 ft ² / 1,900 m ² (28 in) 22,750 ft ² / 2,100 m ² (32 in) 26,250 ft ² / 2,400 m ²	(26 in) 21,000 ft ² / 2,000 m ² (32 in) 26,250 ft ² / 2,400 m ²

BRUSH DRIVE SYSTEM

Brush motor horsepower	(2) 0.75 hp / 0.56 kW	(2) 0.63 hp / 0.47 kW
Brush RPM	220 rpm	1500 rpm
Brush/pad down pressure	(3 settings) 40, 80, 120 lb / 18, 36, 54 kg	

SOLUTION DELIVERY SYSTEM

Solution tank capacity	22.5 gal / 85 L	22.5 gal / 85 L
------------------------	-----------------	-----------------

RECOVERY SYSTEM

Recovery tank capacity (includes demisting chamber)	27 gal / 102 L
Vacuum motor	0.85 hp / 0.64 kW, 3-stage
Waterlift	62 in / 1,570 mm

BATTERY SYSTEM

System Voltage	24 V (4x 6V batteries), charger included
Standard run time**	6 V, 240 Ah / up to 5.5 hours
Optional sealed (AGM) run time***	6 V, 200 Ah / up to 4.5 hours

PROPELLING SYSTEM

Propel speed (variable to)	
Transport	2.7 mph / 4.3 km/h
Scrubbing	2.5 mph / 4.0 km/h
Gradeability (ramp climb)	
Scrubbing/transporting (full)	3.0° / 5.0°
Trailer ramps (empty)	11°

MACHINE SPECIFICATIONS

Product length	(24 in) 52.9 in / 1,340 mm (28 in) 55.7 in / 1,410 mm (32 in) 58.4 in / 1,480 mm	(26 in) 55.4 in / 1,410 mm (32 in) 55.4 in / 1,410 mm
Product width (scrub head)	(24 in) 25.4 in / 640 mm (28 in) 29 in / 740 mm (32 in) 33 in / 840 mm	(26 in) 28 in / 710 mm (32 in) 34 in / 860 mm
Squeegee width	(24 in) 35.7 in / 910 mm (28 in) 41.3 in / 1,050 mm (32 in) 46.6 in / 1,180 mm	(26 in) 41.3 in / 1,050 mm (32 in) 46.6 in / 1,180 mm
Product height	44 in / 1,120 mm	
Product weight (with batteries)	(24 in) 580 lb / 263 kg (28 in) 609 lb / 276 kg (32 in) 621 lb / 282 kg	(26 in) 621 lb / 282 kg (32 in) 629 lb / 285 kg
Sound level (operator's ear)****		68 dBA

WARRANTY

See your local representative for warranty information.

* Estimated coverage rates use the practical speed and empty/fill time standards from the 2004 ISSA Cleaning Times handbook.

** Run times are based on continuous scrubbing run times.

*** Sound levels per ISO 11201 as recommended by the American Association of Cleaning Equipment manufacturers & OSHA.

Specifications subject to change without notice.

SEEING IS BELIEVING

For a demonstration or additional information, call +1.800.553.8033 or email info@tennantco.com

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
Quebec: +1.800.361.9050
Overseas: +1.763.540.1315

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www.tennantco.com
info@tennantco.com



CREATING A CLEANER, SAFER, HEALTHIER WORLD

AFTERMARKET



HydroLink[®]

BATTERY WATERING SYSTEM BY TROJAN

- Save time and money with a system that helps you decrease maintenance needs and increase battery life
- Spend more time cleaning, and less time on battery maintenance with HydroLink's quick, easy-to-use design that requires little to no training
- Protect your operators from the possibility of acid contact and other risks associated with open battery maintenance



LEADING TECHNOLOGY FOR SAFER CLEANING

PRODUCTIVITY

By following the convenient, non-mechanical water level indicator light on the battery cap, operators easily know when to add water, saving you time on training and maintenance. White means the battery needs water, and black means the battery has enough water.

SAFETY

HydroLink is equipped with both internal and external flame arrestors to help prevent any spark or flame from entering your battery. The system also eliminates acid exposure while filling the batteries.

LOW COST OF OWNERSHIP

Reduces battery acid spills from over filling and indicates when water is needed, which helps increase battery life and maintain a longer battery run time.

HYDROLINK® BATTERY WATERING SYSTEM

HYDROLINK KIT

Trojan HydroLink Battery Caps
Tubing Assembly
Manual Hand Pump

SPECS SECTION

Made for use on 24V (4 batteries) and 36V (6 batteries) systems *using Trojan batteries only*

PRODUCT AVAILABILITY

T5, T7, 5680, 5700, 7100, 6100, 6200, T16, B10

OPTIMIZE CLEANING PERFORMANCE WITH TENNANTTRUE®

Maximize the uptime and life of your Tennant equipment with TennantTrue Parts and Service. Benefit from the unmatched knowledge of our team of over 400 factory-trained and certified Tennant Service technicians. TennantTrue Parts are designed to fit your Tennant machine and deliver optimal cleaning performance. This helps reduce machine downtime and service calls. Depend on TennantTrue to help you maximize the effectiveness of cleaning operations.

TennantTrue Parts program includes Tennant, Hobbes, Green Machines and Cirbio cleaning equipment.

Specifications subject to change without notice.



In partnership with Tennant

SEEING IS BELIEVING

For additional information, call +1.800.553.8033
or email info@tennantco.com

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HydroLink® is a registered trademark of Trojan Battery Company.

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
Quebec: +1.800.361.9050
Overseas: +1.763.540.1315

www.tennantco.com
info@tennantco.com



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Current Resident
300 60th Ct
Willowbrook Il 60527

Re: Account No. 352280.002
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$52.11. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Deering, Lisa
21 Portwine Rd
Willowbrook Il 60527

Re: Account No. 350225.003
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$252.30. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Fernandez, Alfonso & Halyna
16 Kent Ct
Willowbrook IL 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 350395.004
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$112.13. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Grossi, Nicholas
5925 Bentley Ave
Willowbrook IL 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352285.001
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$314.48. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Liggons, Janis
38 Kyle Ct
Willowbrook II 60527

Re: Account No. 350530.009
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$210.48. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Lore, Amy
226 58th Pl
Clarendon Hills Il 60514

Re: Account No. 352140.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$385.66. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

T. J. Halik

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Vayalil, Jacob
351 Willowood Ln
Willowbrook IL 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352585.004
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$525.84. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



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Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

April 28, 2015

Mayor

Frank A. Trilla

Yildiz, Muhamet
215 58th Pl
Clarendon Hills Il 60514

Village Clerk

Leroy R. Hansen

Re: Account No. 351935.016
Delinquent Water Bill

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$111.15. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 26, 2015, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

TJH:vs

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A PROCLAMATION RECOGNIZING OFFICER ROBERT R. SCHALLER FOR 20 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK

AGENDA NO.

7

AGENDA DATE: 05/26/15

STAFF REVIEW: MARK SHELTON

SIGNATURE:



LEGAL REVIEW: THOMAS BASTIAN

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

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

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

On May 15, 1995, the Village of Willowbrook first employed Robert R. Schaller in the capacity of Patrol Officer. During Officer Schaller's 20 years of tenure, he has received numerous letters and commendations within the department. Officer Schaller continues to exhibit his dedication, courtesy and commitment to the residents, businesses and employees of the Village of Willowbrook.

ACTION PROPOSED:

Accept Proclamation.

Village of Willowbrook

Proclamation

WHEREAS, on May 15, 1995, the Village of Willowbrook first employed Robert R. Schaller in the capacity of Patrol Officer; and

WHEREAS, during Officer Schaller's 20 years of tenure, he has become a Bike Patrol Officer, a certified Breathalyzer Technician, Detective, Firearm's Instructor, Gang Specialist, Homicide Investigator, and Juvenile Officer. While a Detective, Officer Schaller worked closely with Chicago Police Department's Homicide Unit during the investigation of a Willowbrook woman who was abducted and later found murdered from the Oak Brook Shopping Mall in July 2001. This investigation resulted in the apprehension and conviction of the murder suspect; and

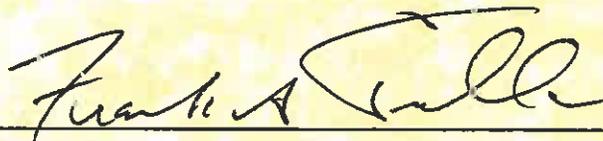
WHEREAS, Officer Schaller represented the Willowbrook Police Department as a Special Agent for the Drug Enforcement Agency from October 2010 through August 2014; and

WHEREAS, Officer Schaller has received two (2) Meritorious Service Awards. The first was on January 10, 2005 for his assistance on September 14, 2004, in the apprehension of a homicide suspect who had just committed a triple homicide in the Denny's parking lot. His second Meritorious Service Award was given to Officer Schaller and two other officers for his life-saving efforts rescuing a woman who had fallen through the ice at Willow Pond. In addition, for his rescue in this incident, Officer Schaller also received the Medal of Valor Award from DuPage County 100 Club and the FOP Bravery Award; and

WHEREAS, Officer Schaller has received numerous citizen letters of appreciation and commendations within the department. Officer Schaller continues to exhibit his dedication, courtesy, and commitment to the residents, businesses, and employees of the Village of Willowbrook.

NOW, THEREFORE, I, FRANK TRILLA, Mayor of the Village of Willowbrook, do hereby recognize and commend Officer Robert R. Schaller in this his 20th year of service to the Village of Willowbrook. I call upon the Board of Trustees, staff and the citizens of the Village of Willowbrook, to thank Officer Schaller for his unselfish commitment in making the community of Willowbrook a nicer place to live and work.

Proclaimed this 26th day of May, 2015.



Mayor

Attest:


Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 13 (COMMUNITY ANTENNA TELEVISION SYSTEMS) CHAPTER 1 (CABLE COMMUNICATIONS) SECTION 54 (CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS) OF THE VILLAGE CODE OF WILLOWBROOK RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS

AGENDA NO. 8

AGENDA DATE: 5/26/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

REVIEWED & APPROVED BY COMMITTEE: YES on May 11, 2015 NO N/A

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

Willowbrook's fifteen (15) year franchise agreement with Comcast Cable will expire this month. The Village's original franchise agreement with Media One was negotiated jointly between the villages of Willowbrook, Clarendon Hills, Burr Ridge, and Hinsdale in 1986. A franchise agreement renewal was then negotiated and approved by the Village Board in May of 2000. In 2002, the Village consented, via resolution, to the change of control from Media One to Comcast. In 2012, the four (4) towns notified Comcast that we wished to again jointly negotiate a renewal agreement prior to the expiration of the current agreement.

A meeting was held in Burr Ridge on September 10, 2014 to begin the renewal process. A model Comcast Franchise agreement had since been negotiated by the Metropolitan Mayors Caucus (MMC). This agreement is the format that Comcast will base its renewal on. The four (4) towns also agreed to hire an attorney to represent us all during our negotiations with Comcast. On September 22, 2014, the Village Board approved the hiring of the law firm Klein, Thorpe & Jenkins (KTJ) for this purpose. One of the attorney's at KTJ participated in the model franchise agreement negotiations with the MMC, and is very familiar with the issues.

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

Meetings were held between the four (4) towns and our legal counsel to review and discuss various provisions in both our existing agreement and the MMC model agreement, along with current state and federal laws regulating cable providers. A draft agreement was assembled based on the model agreement negotiated by the MMC and forwarded to Comcast for consideration. This proposed agreement will be discussed under the following separate Board agenda item.

In conjunction with the adoption of a franchise renewal agreement with Comcast Cable, KTJ also recommends the adoption of updated customer service standards. The Illinois Cable and Video Customer Protection Law (220 ILCS 5/22-501) contains the currently applicable regulations for cable or video providers offering services within the Village boundaries. Our adoption of this state law will allow for local enforcement of the provisions it contains.

ACTION PROPOSED:

Pass Ordinance.

VILLAGE OF WILLOWBROOK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 13 (COMMUNITY ANTENNA
TELEVISION SYSTEMS) CHAPTER 1 (CABLE COMMUNICATIONS)
SECTION 54 (CONSUMER PROTECTION AND CUSTOMER SERVICE
PROVISIONS) OF THE VILLAGE CODE OF WILLOWBROOK
RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS**

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: Section 54, entitled “Consumer Protection and Customer Service Provisions”, of Chapter 1, entitled “Cable Communications,” of Title 13, entitled “Community Antenna Television Systems,” of the Village Code of Willowbrook, is hereby amended to read in its entirety as follows:

“SECTION 13-1-54: CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS:

A. Adoption: The regulations of the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, as amended, including the definitions therein, are hereby adopted by reference and made applicable to the cable or video providers offering services within the Village’s boundaries.

B. Amendments: Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to cable or video providers offering services within the Village boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the Corporate Authorities of the Village.

C. Enforcement: The Village does hereby, pursuant to law, declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

D. Penalties: The Village, pursuant to 220 ILCS 5/22-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable And Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not

exceed Seven Hundred Fifty and No/100 dollars (\$750.00) for each day of the material breach, and shall not exceed Twenty-Five Thousand and No/100 dollars (\$25,000.00) for each occurrence of a material breach per customer. In this regard:

1. Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

2. The Village shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least thirty (30) days from the receipt of the notice to remedy the specified material breach.

3. A material breach, for the purposes of assuming penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after receipt of the notice as provided for in Subsection 13-1-54(D)(2) above.

E. Customer Credits: The Village hereby adopts the schedule of customer credits for violations as set forth in the Cable and Video Customer Protection Law. Those credits shall be as provided for in the provisions of 220 ILCS 5/22-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.”

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 26th day of May 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of May, 2015, and attested to by the Village Clerk this same day.

Village Mayor

ATTEST:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND COMCAST OF ILLINOIS VI, LLC

AGENDA NO. 9

AGENDA DATE: 5/26/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

on May 11, 2015

NO

N/A

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

Willowbrook's fifteen (15) year franchise agreement with Comcast Cable will expire this month. The Village's original franchise agreement with Media One was negotiated jointly between the villages of Willowbrook, Clarendon Hills, Burr Ridge, and Hinsdale in 1986. A franchise agreement renewal was then negotiated and approved by the Village Board in May of 2000. In 2002, the Village consented, via resolution, to the change of control from Media One to Comcast. In 2012, the four (4) towns notified Comcast that we wished to again jointly negotiate a renewal agreement prior to the expiration of the current agreement.

A meeting was held in Burr Ridge on September 10, 2014 to begin the renewal process. A model Comcast Franchise agreement had since been negotiated by the Metropolitan Mayors Caucus (MMC). This agreement is the format that Comcast will base its renewal on. The four (4) towns also agreed to hire an attorney to represent us all during our negotiations with Comcast. On September 22, 2014, the Village Board approved the hiring of the law firm Klein, Thorpe & Jenkins (KTJ) for this purpose. One of the attorney's at KTJ participated in the model franchise agreement negotiations with the MMC, and is very familiar with the issues.

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

Meetings were held between the four (4) towns and our legal counsel for this project to review and discuss various provisions in both our existing agreement and the MMC model agreement, along with current state and federal laws regulating cable providers. A draft agreement was assembled based on the model agreement negotiated by the MMC, and including various additional provisions that were desired. This agreement was forwarded to Comcast and a meeting occurred on February 25, 2015 to further discuss. The additional items requested were largely denied by Comcast due to them being inconsistent with state law and franchise agreements already approved with other jurisdictions. Comcast also requested the village's consideration of some language changes. However, many of the requested provisions were rejected due to our determination that they were not in the best interest of the village's. The final agreement reached does include a ten (10) year term, a quarterly franchise fee of 5% of gross revenues, compliance with customer service standards, indemnification and insurance requirements, and the continuation of Public Educational and Government (PEG) channel requirements.

ACTION PROPOSED:

Adopt Resolution.



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

gtsmith@ktjlaw.com
DD 312-984-6436

www.ktjlaw.com



MEMORANDUM

TO: Timothy Halik, Village Administrator, Village of Willowbrook
FROM: Gregory T. Smith, Klein, Thorpe & Jenkins, Ltd.
DATE: April 21, 2015
RE: Renewal of Comcast Franchise Agreement

We have negotiated a renewal of the Village's cable television franchise agreement ("Franchise Agreement") with Comcast of Illinois VI, LLC ("Comcast"), a copy of the proposed Franchise Agreement is enclosed. Also enclosed is a resolution for adoption of the Franchise Agreement for consideration and action by the Village's corporate authorities.

The Franchise Agreement is based on a template agreement negotiated between the Metropolitan Mayors' Caucus ("MMC") and Comcast. I was part of the negotiation team for the MMC, and helped negotiate the template upon which the enclosed Franchise Agreement is based. The template was further tailored for the Village through my negotiations with Comcast on behalf of a consortium consisting of the Villages of Burr Ridge, Clarendon Hills, Hinsdale, and Willowbrook.

The Franchise Agreement sets forth the terms on which Comcast may use the Village's rights of way to install and maintain its equipment needed to provide cable television services to customers in the Village.

Significant terms in the enclosed Franchise Agreement include:

1. Term. The Franchise Agreement will be in effect for ten (10) years (Section 2.2, page 4).
2. Operation in the Rights of Way. The Village grants Comcast the right to operate a cable system using the Village's rights of way, subject to the Village's rights of way ordinance (Section 2.1, page 4).
3. Franchise Fee. The Village will receive a fee of Five Percent (5%) of Comcast's gross revenue for cable service sold in the Village, known as the "franchise fee." The Franchise Agreement sets forth the terms on which the franchise fee is made, and upon which the Village may audit Comcast's payment of it (Section 5.1, page 7 and Section 5.2, page 8).
4. Complimentary Service. Comcast will provide complimentary cable television service to the Village in eligible Village buildings (Section 4.6.1, pages 6-7).
5. Customer Service Standards. Comcast must comply with the customer service standards set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, *et seq.* The Village enforces the customer service standards. Enclosed is an ordinance adopting the standards, so the Village may pursue Comcast if it

fails to meet the customer service standards of the Cable and Video Customer Protection Law. We can assist the Village with prosecuting violations of the customer service standards if the Village receives complaints about such service.

6. Indemnification and Insurance. Comcast will indemnify, defend and hold harmless the Village from any injuries, illnesses, deaths, or claims arising out of Comcast's operation of its cable system in the Village, including in circumstances where Comcast designates information as proprietary or confidential pursuant to the Illinois Freedom of Information Act (Section 7.2, page 10, and Section 5.3, pages 8-9). Comcast is required to maintain the insurance policies and coverages required in the Village's Rights of Way Ordinance (Section 7.1, page 10).
7. PEG Channel. Comcast is required to continue to provide the one (1) Public Educational and Government ("PEG") channel currently used by the Village (Section 8.1, pages 10-11). Comcast is required to provide a second PEG channel on one hundred eighty (180) days notice if the current PEG channel is sufficiently utilized (Section 8.1, pages 10-11). The PEG channel could be used by the Village, other units of government, and the community, for public access non-commercial broadcasting purposes (Section 8.2, page 11).
8. PEG Capital Fee. The Village may require Comcast to collect up to thirty-five cents (\$0.35) per customer per month to fund capital expenses of the Village's PEG programming system, such as the construction of a television studio (Section 8.5, pages 11-12). Capital expenditures could include, but are not limited to, purchases of equipment, construction costs for a broadcast studio, and so on. Be advised that the Franchise Agreement does not implement the collection of this fee at this time. The Village would have to send written notice to Comcast to initiate the collection of the fee.
9. Adopting Resolution. After adoption of the resolution approving the Franchise Agreement, and before the Franchise Agreement is signed, please insert the number of resolution in the blank space provided in Section 2.1.

The Mayor and Board of Trustees should first consider and approve the enclosed ordinance adopting the Cable and Video Customer Protection Law customer service standards, and then the resolution approving the Franchise Agreement. The order of approval is important because the Franchise Agreement, in Section 4.8, includes a reference to the to-be-approved Cable and Video Customer Protection Law customer service standards. The approvals may occur at the same meeting.

Please contact me if I can be of further assistance.

Enclosures

RESOLUTION NO. _____

**A RESOLUTION APPROVING
A CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND COMCAST OF ILLINOIS VI, LLC**

WHEREAS, the Village of Willowbrook (“Village”) is a municipal corporation organized pursuant to Illinois law; and

WHEREAS, the Village and Comcast of Illinois VI, LLC (“Comcast”) have negotiated a new ten (10) year, non-exclusive cable franchise agreement that is entitled, “Cable Franchise Agreement By And Between The Village Of Willowbrook And Comcast of Illinois VI, LLC,” a copy of which is attached hereto as **EXHIBIT A** and made a part hereof (“Franchise Agreement”); and

WHEREAS, the Village and Comcast desire to adopt the Franchise Agreement and to terminate and supersede any prior franchise agreement now in effect between them upon execution by the Village and Comcast of the Franchise Agreement; and

WHEREAS, Comcast has agreed to enter into the attached Franchise Agreement; and

WHEREAS, pursuant to 47 U.S.C. § 541(a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Village has the authority to grant a non-exclusive cable television franchise to Comcast to construct, operate and maintain a cable television system in the Village; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the health, safety and welfare of the residents, the property owners, the businesses and the public interest of the Village that the attached Franchise Agreement be approved and entered into with Comcast.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS, AS FOLLOWS:

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Mayor and Board of Trustees of the Village of Willowbrook approve the Franchise Agreement. The Mayor and Board of Trustees of the Village of Willowbrook further authorize and direct the Mayor and Village Clerk, or their designees, to execute the Franchise Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Franchise Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval according to law.

Adopted by the Village Council of the Village of Willowbrook, Illinois this 26th day
of May, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

Approved by me this 26th day
of May A.D. 2015

Village Mayor

Attest:

Village Clerk

EXHIBIT A

COMCAST FRANCHISE AGREEMENT

(attached)

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE
VILLAGE OF WILLOWBROOK
AND
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Willowbrook, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC, (hereinafter, “Grantee”) this ____ day of _____, 2015 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with Section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced in accordance with 47 U.S.C. 531.

“Public Way” shall mean, pursuant and in addition to the definition of “Public Way” in the Village’s Placement of Public Facilities in the Public Way Ordinance, in Section 4-6-2(A)(2) of the Willowbrook Village Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Willowbrook, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Resolution No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law notify the Grantee, or require the Grantee to be notified, within thirty (30) days of receipt of such an application, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Section 4-6-2, entitled "Placement of Facilities in the Public Way," of the Willowbrook Village Code, as may be amended from time to time.

3.2. **Aerial and Underground Construction.** At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. **Initial Service Obligations.** As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free

Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Section 13-1-54 of the Village Code of Willowbrook. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues.

In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the

Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village's costs including reasonable attorney's fees. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 4-6-2(G)(18) of the Willowbrook Village Code, as amended from time to time.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee’s obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village’s noncommercial public, educational and governmental (“PEG”) programming through Grantee’s Cable System consistent with the requirements set forth herein. The Village’s PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village utilizes one (1) PEG Channel. The Village may request, and Grantee shall provide, a second PEG channel within one hundred eighty (180) days advance written notice by the Village and sufficient proof that the current Channel is inadequate for all programming offered. “Sufficient proof” shall include a verified program schedule of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the existing channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Once provided, the second Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such second Channel. Any such removal or withdrawal shall not

occur until after Grantee has given the Village written notice that the use of the existing Channel provided as of the Effective Date of the Agreement is not sufficient to justify the provision of the second Channel. The Village shall have one hundred twenty (120) days to establish the utilization of the first Channel is sufficient to justify the continued provision of the second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee shall offer the Village's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from schools and/or Village facilities (other than the origination point which exists as of the Effective Date); or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery systems from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in the Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in said plan and notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided

that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rates as quoted by JP Morgan Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of twelve (12) hours where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the

event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 13-1-54 of the Willowbrook Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Section 4-6-2 of the Willowbrook Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Placement of Facilities in Public Ways." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado

or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
ATTN: Village Administrator

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, Illinois 60126
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full

force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Willowbrook:

For Comcast of Illinois VI, LLC:

By: _____

By: _____

Name: Frank A. Trilla

Name: _____

Title: Village Mayor

Title: _____

Date: _____

Date: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AWARDING THE FISCAL YEAR 2015/16 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO K-FIVE CONSTRUCTION CORPORATION IN THE AMOUNT OF \$212,996.53

AGENDA NO. 10

AGENDA DATE: 5/26/15

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: Thomas Bastian III

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, PERTINENT HISTORY)

This year's Motor Fuel Tax (MFT) Roadway Maintenance Program will include the resurfacing of .51 miles of roadways (Waterford Drive), replacement of both defective concrete curb & gutter and defective concrete sidewalks along the street to be repaved, along with full-depth patching on various streets throughout the Village. The public bid opening for this year's program was held at the Village Hall on Monday, May 18, 2015 at 10:00 AM. A total of four (4) sealed bids were received prior to the deadline:

<u>VENDOR</u>	<u>BID AMOUNT</u>
<i>(Engineer's Estimate:</i>	<i>\$228,714.00)</i>
K-Five Construction Corporation	\$212,996.53
Chicagoland Paving Contractors, Inc.	\$219,900.00
Central Blacktop Co., Inc.	\$220,452.53
Crowley-Sheppard Asphalt, Inc.	\$225,514.00

K-Five Construction Corporation is an IDOT pre-qualified bidder. They have performed work in the Village in the past, including annual roadway maintenance programs. The company is well qualified to complete our roadway maintenance program this year.

The bid amount of \$212,996.53 is \$12,517.47 below the engineer's cost estimate. The Village had allocated a total of \$225,000 to be spent in this year's road maintenance program. Therefore, this bid amount will enable the excess monies to remain in the MFT Fund to help build a reserve to be used to pay the local share of the Clarendon Hills Road STP grant project which will occur next year.

STAFF RECOMMENDATION:

Staff would recommend that the attached resolution authorizing the Mayor and Village Clerk to award the contract for the 2015 MFT Roadway Maintenance Program to K-Five Construction Corporation in the amount of \$212,996.53 be adopted. Once the Village Board awards the contract, staff will schedule a preconstruction meeting with the contractor. After which, the Village will issue the Notice to Proceed, and the work will begin. Staff anticipates that the work would start in mid to late June.

RESOLUTION NO. 15-R-_____

A RESOLUTION AWARDING THE FISCAL YEAR 2015/16 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO K-FIVE CONSTRUCTION CORPORATION IN THE AMOUNT OF \$212,996.53

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, to accept the low bid received from K-Five Construction Corporation in the amount of \$212,996.53 for the Village of Willowbrook's Fiscal Year 2015/16 Motor Fuel Tax Roadway Maintenance Program and that the Mayor and Village Clerk be authorized to sign the appropriate documents authorizing this work in the amount of \$212,996.53

ADOPTED and APPROVED this 26th 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

May 18, 2015

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Tim Halik, Village Administrator

Subject: 2015 MFT Road Program – Waterford Drive
MFT Section No. 15-00000-01-GM
(CBBEL Project No. 90144-H168)

Dear Tim:

Christopher B. Burke Engineering, Ltd. solicited public bids for the construction of the 2015 MFT Road Program at the direction of the Village. Four (4) bidders obtained bidding documents and four (4) submitted bids which were opened publicly this day at the Village Hall and the results were as follows:

BIDDER NAME	BID AMOUNT
K-Five Construction Corporation	\$212,996.53
Chicagoland Paving Contractors, Inc.	\$219,900.00
Central Blacktop Co., Inc.	\$220,452.53
Crowley-Sheppard Asphalt	\$225,190.53
ENGINEER'S ESTIMATE	\$225,514.00

All bids were less than the engineer's estimate. The project bid tabulation is attached for your use.

The lowest responsive bidder, K-Five Construction Corporation was awarded the contracts for the 2008 MFT Road Program and Clarendon Hills Road ARRA Project in 2010 and performed the paving work satisfactorily. We recommend the Village Board award the construction contract for the 2015 MFT Road Program to K-Five Construction Corporation in the amount of \$212,996.53.

If you should have any questions, please feel free to contact me.

Sincerely,


Martin Bojovic, PE, CFM
Municipal Engineer



Item No.	Item	Unit	Engineer's Estimate			K-Five Construction Corporation		Chicagoland Paving Contractors, Inc.		Central Blacktop Co., Inc.		Crowley-Sheppard Asphalt	
			Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40300100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	1,653	\$3.00	\$4,959.00	\$0.01	\$16.53	\$0.01	\$16.53	\$0.01	\$16.53	\$0.01	\$16.53
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1.5"	TON	1,020	\$77.00	\$78,540.00	\$74.00	\$75,480.00	\$87.00	\$88,740.00	\$75.00	\$76,500.00	\$87.00	\$88,740.00
*4240020	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	700	\$6.00	\$4,200.00	\$6.00	\$4,200.00	\$10.50	\$7,350.00	\$6.00	\$4,200.00	\$7.00	\$4,900.00
*4240080	DETECTABLE WARNINGS	SQ FT	184	\$10.00	\$1,840.00	\$25.00	\$4,600.00	\$33.75	\$6,210.00	\$31.50	\$5,796.00	\$26.00	\$4,784.00
*4400015	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2" (SPECIAL)	SQ YD	4,300	\$3.00	\$12,900.00	\$3.40	\$14,620.00	\$2.50	\$10,750.00	\$3.75	\$16,125.00	\$4.00	\$17,200.00
*4400050	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,020	\$10.00	\$20,200.00	\$9.50	\$19,190.00	\$4.50	\$9,090.00	\$7.00	\$14,140.00	\$9.00	\$18,180.00
44000600	SIDEWALK REMOVAL	SQ FT	700	\$3.00	\$2,100.00	\$2.50	\$1,750.00	\$1.00	\$700.00	\$3.00	\$2,100.00	\$2.00	\$1,400.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	\$20,000.00	\$20,000.00	\$20,250.00	\$20,250.00	\$16,153.47	\$16,153.47	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (STOP BAR)	FOOT	90	\$10.00	\$900.00	\$25.00	\$2,250.00	\$32.00	\$2,880.00	\$40.00	\$3,600.00	\$30.00	\$2,700.00
*N/A	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12 ABUTTING EXISTING PAVEMENT (SPECIAL)	FOOT	2,020	\$30.00	\$60,600.00	\$22.00	\$44,440.00	\$24.25	\$48,985.00	\$21.50	\$43,430.00	\$25.00	\$50,500.00
*N/A	STRUCTURE ADJUSTMENT (SPECIAL)	EACH	15	\$500.00	\$7,500.00	\$700.00	\$10,500.00	\$1,150.00	\$17,250.00	\$900.00	\$13,500.00	\$800.00	\$12,000.00
*N/A	CLASS D PATCH, 6" (SPECIAL)	SY	157	\$75.00	\$11,775.00	\$100.00	\$15,700.00	\$75.00	\$11,775.00	\$185.00	\$29,045.00	\$110.00	\$17,270.00
GRAND TOTAL					\$225,514.00		\$212,996.53		\$219,900.00		\$220,452.53		\$225,190.53

NR 5/18

RETURN WITH BID



Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
K-Five Construction Corporation		
Contractor's Name		
13769 Main Street		
Street	P.O. Box	
Lemont, Illinois	60439	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Du Page
Village of Willowbrook
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. Waterford Dr & Various Streets
 SECTION NO. 15-00000-01-GM
 TYPES OF FUNDS MFT

SPECIFICATIONS (required) PLANS (required)

For Municipal Projects
 Submitted/Approved/Passed
Frank A. Fuller
 Mayor President of Board of Trustees Municipal Official
 Date _____

Department of Transportation
 Released for bid based on limited review
[Signature]
 Regional Engineer
 Date 05-06-15

For County and Road District Projects
 Submitted/Approved

 Highway Commissioner
 Date _____
 Submitted/Approved

 County Engineer/Superintendent of Highways
 Date _____

Martin Bojovic
 exp 11-30-15

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Route Waterford Dr. & Various Streets
County DuPage
Local Agency Village of Willowbrook
Section 15-00000-01-GM

RETURN WITH BID

PAPER BID BOND

WE K-Five Construction Corporation 13769 Main Street, Lemont, IL 60439 as PRINCIPAL, and Continental Casualty Company 333 S. Wabash Ave., Chicago, IL 60604 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18th day of May, 2015

Principal

K-Five Construction Corporation (Company Name)
By: Robert G. Krug, President (Signature and Title)

(Company Name)
By: (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Continental Casualty Company (Name of Surety)

By: Christine Eitel (Signature of Attorney-in-Fact)

STATE OF Illinois
COUNTY OF Will

I, Kimberly R. Holmes, a Notary Public in and for said county, do hereby certify that Robert G. Krug and Christine Eitel

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of May, 2015

My commission expires February 11, 2018

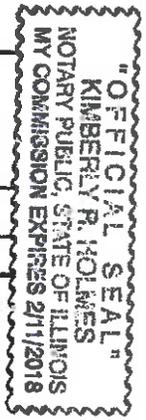
Kimberly R. Holmes (Notary Public)

ELECTRONIC BID

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO WAIVE THE COMPETITIVE BIDDING PROCESS IN SEEKING PROPOSALS TO COMPLETE A COMPREHENSIVE LANDSCAPE INSTALLATION, 835 MIDWAY DRIVE (VILLAGE HALL)

AGENDA NO. 11a

AGENDA DATE: 5/26/15

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)

Given the completion date of the Village Hall renovations were to occur in late fall / early winter of last year, the bid documents and civil plans did not include a landscape improvement plan. Rather, it was determined that disturbed site areas would be merely restored and a complete landscape improvement plan would be completed in the spring of 2015. \$20,000 was included in the Fiscal Year 2015/16 budget for this purpose.

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

Given the nature of this work includes landscape architects creating individual landscape improvement designs, it would be difficult to obtain competitive proposals for this project. After consultation with Mayor Trilla and Attorney Bastian it was determined that it would be necessary for the Board to consider waiving the competitive bidding process before considering accepting a proposal from a landscape vendor.

ACTION PROPOSED:

Pass the Motion

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO COMPLETE A COMPREHENSIVE LANDSCAPE INSTALLATION, 835 MIDWAY DRIVE (VILLAGE HALL) – HINSDALE NURSERIES

AGENDA NO. **11b**

AGENDA DATE: 5/26/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TELLER

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TELLER

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Given the completion date of the Village Hall renovations were to occur in late fall / early winter of last year, the bid documents and civil plans did not include a landscape improvement plan. Rather, it was determined that disturbed site areas would be merely restored and a complete landscape improvement plan would be completed in the spring of 2015. \$20,000 was included in the Fiscal Year 2015/16 budget for this purpose.

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

Earlier this year, staff contacted Hinsdale Nurseries in Willowbrook to request that a comprehensive landscape design for the new Village Hall be developed, along with pricing to both purchase and install the recommended plants and materials. The Village has a good relationship with Hinsdale Nurseries and we have purchased plant materials from them for many years for use in right-of-ways and at Village facilities. The Board may also recall that Hinsdale Nurseries donated and installed the parkway trees along Willowbrook Centre Parkway after 75th Street was extended through to Madison Street.

On May 15th, staff met with Hinsdale Nurseries Project Manager Michael A. DiCristina to review the plan that was developed. The landscape design proposed tends to match the contemporary architecture of the building. Along the south (front) of the building, planting angles were used to coincide with the angles of the front building canopy. In addition, the plant materials specified include various perennial grasses, shrubs, and trees that also complement the architecture of the building. The total cost to complete this project as proposed is \$35,886.71. Although, landscape costs are higher than anticipated, the cost to sealcoat and re-stripe parking areas are lower than expected, which will offset some of the expense:

ITEM	FY 2015/16 BUDGET AMOUNT	PROPOSAL
V.H. Landscape Improvements	\$20,000	\$35,886.71
Sealcoat/Re-stripe Parking Areas	\$15,000	\$6,951.05
Total Budgeted:	\$35,000	\$42,837.76
	Overage	\$7,837.76

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A
PROPOSAL TO COMPLETE A COMPREHENSIVE LANDSCAPE INSTALLATION, 835
MIDWAY DRIVE (VILLAGE HALL) – HINSDALE NURSERIES

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) has determined that it is in the best interest of the Village to complete a comprehensive landscape installation at the newly renovated Village Hall property; and

WHEREAS, the Village desires to retain Hinsdale Nurseries to provide and install the landscape plantings and improvements depicted on the Landscape Improvement Master Plan, dated May 1, 2015, attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Village has previously retained the services of Hinsdale Nurseries to provide other such landscape installation services to the Village, including the initial tree plantings along Willowbrook Centre Parkway, and the spring and fall plant installations in other public rights-of-ways, and the Village has a satisfactory relationship with Hinsdale Nurseries.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal, attached hereto as Exhibit B and made a part hereof, submitted by Hinsdale Nurseries to complete a comprehensive landscape planting installation at the Village Hall property is hereby accepted and that the Mayor and Village Clerk be and the same are hereby authorized to execute said proposal.

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

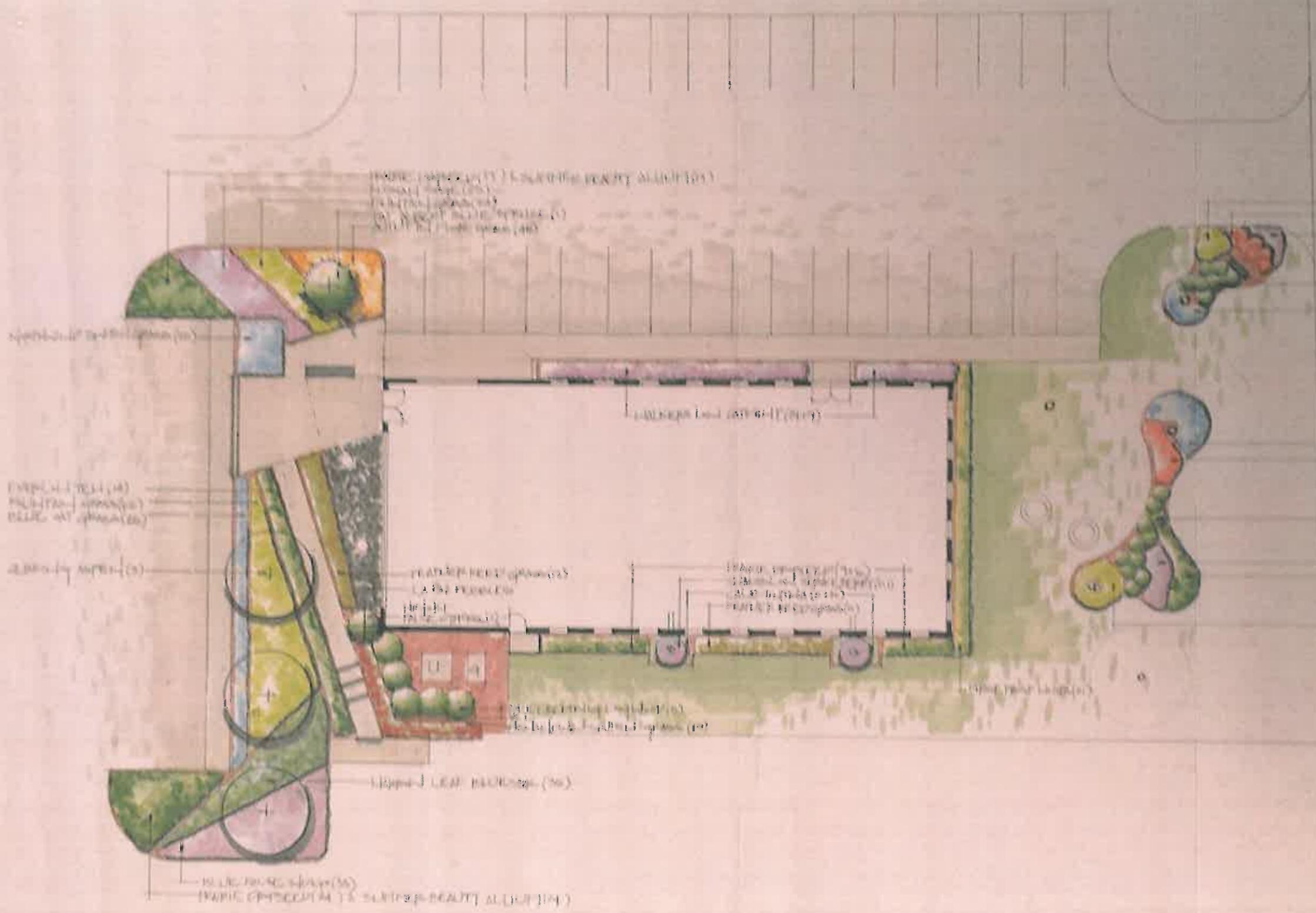
ABSTENTIONS: _____

ABSENT: _____

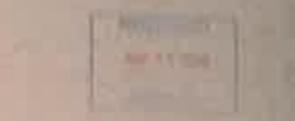


Home Depot Nursery
10000 W. 16th Ave.
Denver, CO 80202

Project No. _____
Client Name _____
Project Name _____
Date _____



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91. 10' x 10' Tree Pit (100)



Scale: 1" = 10'-0"

Symbol	Description
[Symbol]	[Description]

HINSDALE NURSERIES

INCORPORATED

Exhibit "B"

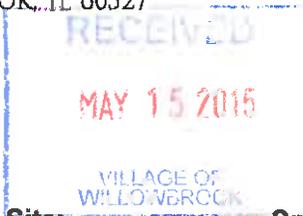
Proposal Page 1

Customer Copy

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Date: 5/6/2015
Type: Landscape
Order No: 1728998
Contact: Michael DiCristina
Phone: 630-323-1411
mdicristina@hinsdalenurseries.com

Client Phone: 630-323-8215



Client:

Deliver To / Job Site:

Special Instructions:

WILLOWBROOK VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK IL 60527

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
05/06/2015		Net 30 Days	Use tax		Pick Up

Qty UoM Product Unit Price Extended Amt Tx ND WR

We propose to furnish, deliver, install, and warrant per our plans and specifications the following:

WEST OF FRONT STAIRS

0.5	Hr	STRIP TURF AS DIRECTED			
1	Ea	REMOVE DEBRIS AND DISPOSE			
100	Sq Ft	MACHINE SOIL PREPARATION			
30	Ea #1 POT	AUTUMN MOOR GRASS			
1	Ea 6.00ft	FAT ALBERT BLUE SPRUCE			
17	Ea #3 POT	DWARF FOUNTAIN GRASS			
19	Ea #3 POT	RUSSIAN SAGE			
13	Ea #3 POT	PRAIRIE DROPSEED			
13	Ea #1 POT	SUMMER BEAUTY ORNAMENTAL ONION			
17	Ea #1 POT	NORTHWIND SWITCH GRASS			

Sub-Total: \$5,019.16

EAST OF FRONT STAIRS

1	Hr	STRIP TURF AS DIRECTED			
1	Ea	REMOVE DEBRIS AND DISPOSE			
200	Sq Ft	MACHINE SOIL PREPARATION			
14	Ea 18.00in	EVERLOW YEW			
49	Ea #3 POT	DWARF FOUNTAIN GRASS			
25	Ea #1 POT	BLUE OAT GRASS			
3	Ea 8.00ft	QUAKING ASPEN			
35	Ea #1 POT	NARROW LEAF BLUESTAR			
19	Ea #3 POT	PRAIRIE DROPSEED			
19	Ea #1 POT	SUMMER BEAUTY ORNAMENTAL ONION			
27	Ea #1 POT	STARLIGHT PRAIRIEBLUES FALSE INDIGO			

Sub-Total: \$11,818.59

FRONT FOUNDATION

1	Hr	STRIP TURF AS DIRECTED			
1	Ea	REMOVE DEBRIS AND DISPOSE			
100	Sq Ft	MACHINE SOIL PREPARATION			
17	Ea #3 POT	KARL FOERSTER FEATHER REED GRASS			
1	Ea 4.00ft	DWARF HINOKI FALSECYPRESS			
5	Ea 3.00ft	BAILEY RED DOGWOOD			
15	Ea #3 POT	SHENANDOAH RED SWITCH GRASS			
20	Sq Ft	EDEN DRYLAID FLAG. WALL			
31	SYD	LANDSCAPE FABRIC			

HINSDALE NURSERIES

INCORPORATED

Customer Copy

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Date: 5/6/2015
Type: Landscape
Order No: 1728998
Contact: Michael DiCristina
Phone: 630-323-1411
mdicristina@hinsdalenurseries.com

Client Phone: 630-323-8215

Client:

Deliver To / Job Site:

Special Instructions:

WILLOWBROOK VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK IL 60527

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
05/06/2015		Net 30 Days	Use tax		Pick Up

2.5 TON LA PAZ PEBBLES
37 Lft 4in. STEEL EDGING

Sub-Total: \$5,824.25

EAST FOUNDATION

0.5 Hr STRIP TURF AS DIRECTED
1 Ea REMOVE DEBRIS AND DISPOSE
100 Sq Ft MACHINE SOIL PREPARATION
15 Ea #3 POT PRAIRIE DROPSEED
2 Ea 5.00ft SHADBLOW SERVICEBERRY
20 Ea #1 POT CALAMINTHA
10 Ea #3 POT KARL FOERSTER FEATHER REED GRASS

Sub-Total: \$3,144.75

NORTH FOUNDATION

1 Hr REMOVE PLANTS AS DIRECTED
1 Ea REMOVE DEBRIS AND DISPOSE
1 Hr ROUGH GRADING W/ ROTOTILLER
1 Cu Yd TILL IN BULK ONE STEP SOIL CONDITIONER
21 Ea #1 POT FIRST FROST HOSTA
100 SYD FINEGRADE, FERTILIZE & SOD

Sub-Total: \$2,514.75

WEST FOUNDATION

1 Hr REMOVE PLANTS AS DIRECTED
1 Ea REMOVE DEBRIS AND DISPOSE
1 Cu Yd TILL IN BULK ONE STEP SOIL CONDITIONER
33 Ea #1 POT WALKERS LOW CATMINT

Sub-Total: \$897.24

FRONT SIGN

3 Hr REMOVE PLANTS AS DIRECTED
Remove all existing plant material.
1 Ea REMOVE DEBRIS AND DISPOSE
0.5 Hr STRIP TURF AS DIRECTED
20 SYD FINEGRADE, FERTILIZE & SOD
10 Ea #3 POT SUM & SUBSTANCE HOSTA
9 Ea #3 POT PRAIRIE DROPSEED
9 Ea #1 POT SUMMER BEAUTY ORNAMENTAL ONION
6 Ea #3 POT RUSSIAN SAGE
11 Ea #3 POT MAIDEN GRASS

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE · 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 · FAX (630) 323-0918

Proposal Page 3

Customer Copy

Date: 5/6/2015
Type: Landscape
Order No: 1728998
Contact: Michael DiCristina
Phone: 630-323-1411
mdicristina@hinsdalenurseries.com

Client Phone: 630-323-8215

Client:

WILLOWBROOK VILLAGE OF
7760 QUINCY STREET
WILLOWBROOK IL 60527

Deliver To / Job Site:

Special Instructions:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
05/06/2015		Net 30 Days	Use tax		Pick Up

11 Ea #1 POT HOT LIPS PINK TURTLEHEAD
12 Ea #3 POT ELEGANT BLUE HOSTA
7 Ea #5 POT INCREDIBALL HYDRANGEA
8 Ea #1 POT WALKERS LOW CATMINT
7 Ea #3 POT DRIFT ROSE PINK

Sub-Total: \$5,487.97

WEST PARKING LOT CLEANUP

2.5 Ea CLEANUP
Weeding and general cleanup.
1 Ea REMOVE DEBRIS AND DISPOSE
6 Cu Yd SHREDDED BARK MULCH - PREMIUM
Cost includes spade edge and pre emergent herbicide.

Sub-Total: \$1,180.00

Products Amt	\$35,886.71
Sub-Total	\$35,886.71
Sales Tax	\$0.00
Invoice Total	\$35,886.71

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
 (630) 323-1411 • FAX (630) 323-0918

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Deliver To / Job Site:

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05/06/2015		Net 30 Days	Use tax		Pick Up

Respectfully submitted:
 Hinsdale Nurseries, Inc.

Michael DiCristina 05/06/2015
 Sales Representative Date

Client Date

Accept: The above prices and specifications are hereby accepted.
 Hinsdale Nurseries, Inc. is authorized to do the work as specified. Payment will be made as outlined herein.
 Terms: 30% deposit is required with authorization to schedule work. Balance of contract will be invoiced and due upon completion. A 1.5% per month finance charge will be added on all amounts unpaid after 30 days from date of invoice.

Nepeta faassenii 'Walker's Low'

Walker's Low Catmint



Semi-Dry

Sun



Height: 18" - 24"

Spread: 18" - 24"

Growth: Fast

Habit: Compact, Mounded

Foliage - Spring: Gray-green, fragrant

Foliage - Fall: Gray-green

Flower: Soft lavender-blue, June - Aug.

Culture: Prolific. Grows well in sun in well-drained soil. Cut or trim back after first bloom and in summer to keep the re-blooms fresh and the plant neat in appearance. The leaves are nicely fragrant. It is easy to grow, and is a great filler plant. This is a good groundcover or border plant, and it does well in containers. It is complimentary to most perennials, and lovely by itself. **Attracts butterflies!**
Deer and Rabbit Resistant!

Hosta 'First Frost'



First Frost Hosta

Semi-Dry

Full Shade



Height: 12" - 13"

Spread: 24" - 36"

Growth: Moderate

Habit: Mounding, spreading

Foliage - Spring: blue-green w/ cream margins

Foliage - Fall: blue-green w/

Flower: Purple, July

cream margins

Culture: 2010 Hosta of the year! A good Hosta variety that grows well in semi-dry shady conditions. Gold margins border the 7" blue leaves in the spring, and gradually fade to cream in the summer. Lavender flowers appear in midsummer. Cut back discolored foliage and spent flowers. Use for borders or groupings. A real eye catcher. **Attracts butterflies! Deer and rabbit resistant!**

Calamagrostis acutiflora 'Karl Foerster'

Karl Foerster Feather Reed Grass



Semi-Dry

Sun



Height: 3' - 4'

Spread: 2' - 3'

Growth: Moderate

Habit: Upright, clumping

Foliage-Spring: Green

Fall: Tan

Flower: Rosy panicles in July, turning wheat in August

Culture: Grows in full sun to light shade in ordinary soil, but will also handle heavy soil and moist to wet areas as well as well-drained areas. It is drought tolerant when established. It is one of the first to begin growing in the spring. 'Karl Foerster' is a good ornamental grass for the home landscape, or for use in groupings and sweeps along stream beds or ponds. *2001 Perennial Plant Association Plant of the Year.*

Calamintha nepeta ssp. nepeta



Calamintha

Semi-Dry

Sun to Part Shade



Height: 18" - 24"

Spread: 18" - 24"

Growth: Fast

Habit: Compact, Mounded

Foliage-Spring: Silver-gray

Fall: Gray-green

Flower: White to pale lilac blue, June-Oct

Culture: Prolific. Grows well in sun to part shade in ordinary dry to medium wet well-drained soil. Cut or trim back after first bloom and in summer to keep re-blooms fresh and the plant neat in appearance. The leaves are nicely fragrant. It is easy to grow, and is a great filler plant. This is a good groundcover or border plant, and does well in containers. It is complimentary to many perennials and lovely by itself. **Attracts butterflies! Rabbit and deer resistant!**

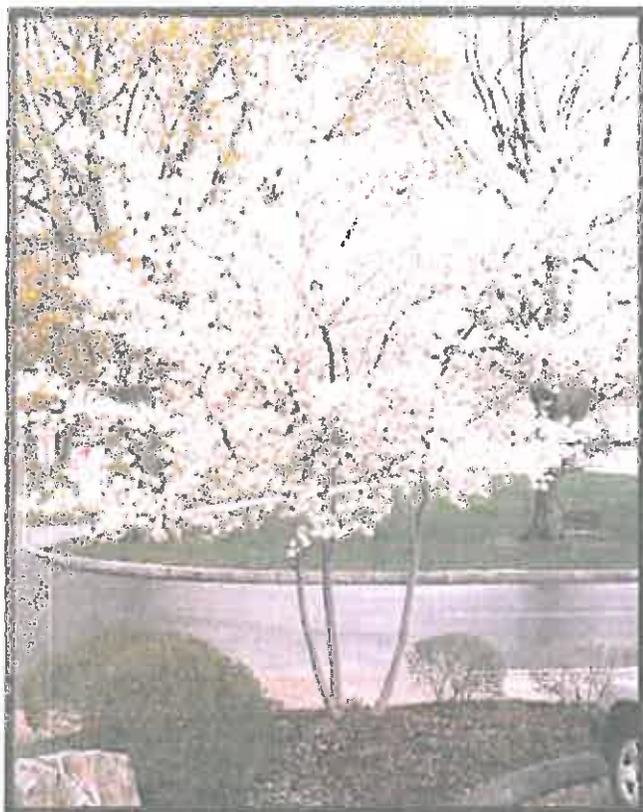
Amelanchier canadensis



Shadblow Serviceberry

Native Species

Sun to Part Shade



Height: 12'

Growth: Moderate

Foliage - Spring: Green

Flower: White, in May

Spread: 6'

Habit: Multi-stem, upright, oval

Foliage - Fall: Yellow-orange

Fruit: Red to purple edible berry, June

Culture: Prefers moist, well-drained, neutral to acid soil. It will handle full sun or partial shade as an under story tree. Use as a small ornamental tree or a larger shrub. Excellent for screening; lovely in all seasons. The fall color is wonderful, the winter silhouette is fine and graceful, and the edible berries can be made into jams and pies. The ripe purple berries are appreciated by humans and birds!

Sporobolus heterolepis

Prairie Dropseed



Semi-Dry

Native Species

Sun



Height: 24" - 36"

Spread: 24" - 36"

Growth: Rapid

Habit: Upright mounding

Foliage-Spring: Emerald green

Fall: Golden rust/orange

Flower: Tan plumes, fragrant, above foliage

Culture: Prefers full sun to light shade, and grows easily in most soils. Drought tolerant when established. The wispy flowers can extend to 30", and they have a fragrance that is similar to buttered popcorn! This is a great native grass with a delicate texture that can serve as an unusual but distinctive border. Shade makes this grass "floppy." A great delicate texture and color for use on a large scale or as accent plants. **Attracts butterflies! Deer and rabbit resistant!**

Panicum virgatum 'Shenandoah'



Shenandoah Switch Grass

Native Cultivar



Height: 3'

Spread: 2'

Growth: Rapid

Habit: Upright

Foliage-Spring: Green with red tones

Fall: Tan

Flower: Burgundy panicle-like plumes, July -September

Culture: Plant in full sun to light shade in moist well drained soil. Drought tolerant when established. The foliage begins to color red in June and continues through summer. The best color is in full sun. It combines well with solidago, asters, eupatorium, and other grasses. **DEER RESISTANT**

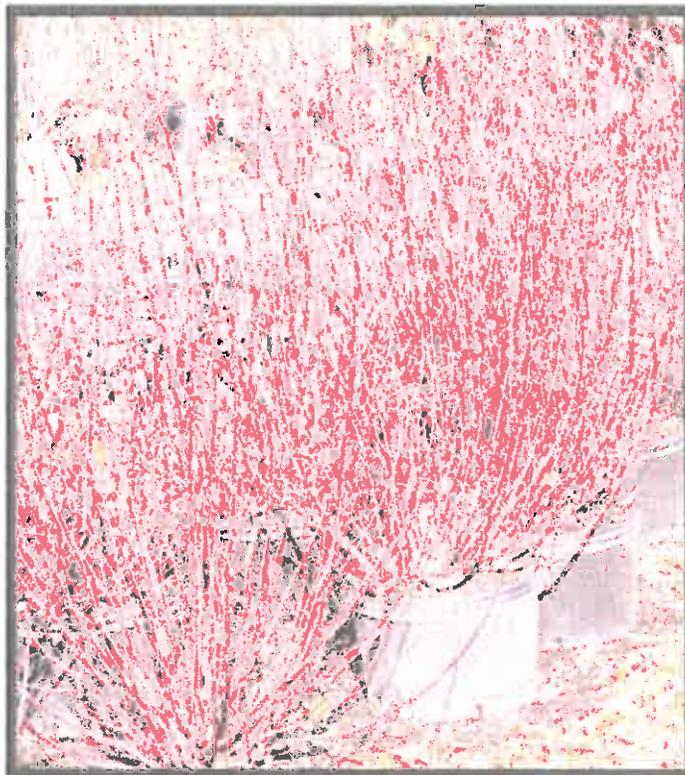
Cornus sericea 'Baileyi'



Bailey Redtwig Dogwood

Native Cultivar

Sun to Partial Shade



Height: 7' - 9'

Growth: Rapid

Foliage - Spring: Green

Flower: White, late May into June

Culture: Plant in full sun or part shade in moist, acid, well drained soils, but it will adapt to a wide variety of conditions and does well in wet soils. It does not do well in dry areas. The bright red stems are very attractive in winter. This shrub is useful in groupings, in the shrub border, or as hedges, especially in wet areas. This is a good all-around plant and great for birds.

Spread: 6' - 8'

Habit: Upright , rounded

Foliage - Fall: Red purple

Fruit: White berry (drupe)

Amsonia hubrichtii



Narrow Leaf Bluestar

Moist

2011 Perennial Plant of the Year!

Sun



Height: 3'

Spread: 3'

Growth: Slow, fast in second year

Habit: Upright, mounding

Foliage - Spring: Dark green willow-like

Foliage - Fall: Golden

Flower: Light blue , May-June

Culture: Plant in sun in moist, average or dry soil. This is sometimes called 'Arkansas Blue Star' because of its discovery in Arkansas, and its star-shaped flowers that bloom May to June. (Flowers last longer when grown with afternoon shade.) It has wonderful texture, the narrowest and laciest foliage of the amsonias, and is considered the best for foliage and color. It is very effective when massed. Cut back about 6" after flowering for a fuller and neater plant. **Attracts butterflies! Deer and rabbit resistant!**

BAPTISIA X BICOLOR 'STARLITE'

STARLIGHT PRAIRIEBLUES FALSE INDIGO



Foliage – Spring:	BLUE-GREEN	Height:	3'-4'
Foliage- Fall:	BLUE-GREEN	Spread:	3'-4'
Bloom Period:	MAY - JUNE	Growth:	Moderate
Attracts:	BEES	Habit:	UPRIGHT, VASE-SHAPED
Flower:	VIOLET WITH CREAM KEEL	Exposure:	Sun
Soil Type:	DRY	Fruit Type:	

Plant in full sun in moist, well-drained to dry soil for best performance. It has excellent tolerance for poor soils and drought when established. This baptisia matures quickly and will bloom in only 3 years on 24" stems. The bicolored flowers are long lasting, and the black seed pods produced are excellent in dried flower arrangements. The clean blue-green foliage is a great backdrop to other plants all summer long. Baptisia are long-lived plants and do not like to be disturbed when established.

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Native | <input type="checkbox"/> Salt Tolerant | <input checked="" type="checkbox"/> Clay Tolerant | <input type="checkbox"/> Winter Interest |
| <input type="checkbox"/> Fragrant | <input checked="" type="checkbox"/> Deer Resistant | <input type="checkbox"/> | <input checked="" type="checkbox"/> Bunny Resistant |

Allium tanguticum v. 'Summer Beauty'



Summer Beauty Ornamental Onion

Semi-Dry

Sun



Height: 12" - 18"

Spread: 18" - 24"

Growth: Fast

Habit: Mounded

Foliage - Spring: Deep green, grass like

Foliage - Fall: Green

Flower: Purple globe shaped, July - August

Culture: Plant in full sun in well drained soil. The deep green foliage is glossy, and is very attractive even without the flowers that appear in July and August. The foliage is persistent, and the flowers do not seed. This is worth planting for the foliage alone. 'Summer Beauty' provides great texture in container plantings. **Attracts butterflies! Deer and rabbit resistant!**

Sporobolus heterolepis



Prairie Dropseed

Semi-Dry

Native Species

Sun



Height: 24" - 36"

Spread: 24" - 36"

Growth: Rapid

Habit: Upright mounding

Foliage-Spring: Emerald green

Fall: Golden rust/orange

Flower: Tan plumes, fragrant, above foliage

Culture: Prefers full sun to light shade, and grows easily in most soils. Drought tolerant when established. The wispy flowers can extend to 30", and they have a fragrance that is similar to buttered popcorn! This is a great native grass with a delicate texture that can serve as an unusual but distinctive border. Shade makes this grass "floppy." A great delicate texture and color for use on a large scale or as accent plants. **Attracts butterflies! Deer and rabbit resistant!**

POPULUS TREMULOIDES

QUAKING ASPEN



Foliage -- Spring:	DARK GREEN W/SILVER UNDERSI	Height:	40'-50'
Foliage- Fall:	GOLDEN YELLOW	Spread:	20'-30'
Bloom Period:		Growth:	Fast
Attracts:	BIRDS, BUTTERFLIES	Habit:	PYRAMIDAL TO ROUNDED
Flower:	INCONSPICUOUS	Exposure:	Sun
Soil Type:	MOIST LOAMY SAND TO SHALLO	Fruit Type:	SMALL CAPSULE

Quaking Aspen is a very adaptable native tree that can tolerate cold and a wide variety of soil conditions. Blue-green leaves turn bright golden-yellow in the fall. Catkins bloom in early spring before the leaves emerge. Ornamental bark is white. A fast-growing tree, Quaking Aspen is a great choice for a natural look to the landscape. It has a tendency to produce suckers.

- Native
- Salt Tolerant
- Clay Tolerant
- Winter Interest
- Fragrant
- Deer Resistant
- Bunny Resistant

Helictotrichon sempervirens

Blue Oat Grass



Semi-Dry

Part Shade to Sun



Height: 24"

Spread: 24"

Growth: Moderate

Habit: Clump

Foliage-Spring: Blue, spiked, stiff

Foli: Semi-evergreen

Flower: Tan seed heads

Culture: Plant in full sun in well drained soil. It is very hardy. Ornamental oats is a very attractive foliage plant and it should be sited so its form can be displayed and appreciated. Great for use in borders, rock gardens, or as accent plants.

Deer and rabbit resistant!

Taxus x media 'Everlow'



Everlow Yew

Sun to Partial Shade



Height: 2' - 2.5'

Growth: Slow

Foliage-Spring: Dark green

Flower: Inconspicuous

Spread: 4' - 5'

Habit: Dense, rounded

Fall: Dark green

Fruit: Red aril

Culture: Plant in full sun to partial shade. It prefers a rich, moist soil, is adaptable, but needs good drainage and will not tolerate wet soils. This low-growing spreader is resistant to winter burn. It can be grown in full shade, but the plant will be less dense. It is excellent for use in groupings, hedges, screens, borders, foundation plantings. Very hardy.

CHAMECYPARIS OBTUSA 'COMPACTA'

DWARF HINOKI FALSECYPRESS



Foliage – Spring: GREEN

Foliage- Fall: GREEN

Bloom Period:

Attracts:

Flower: INCONSPICUOUS

Soil Type: MOIST WELL DRAINED

Height: 8'

Spread: 4'

Growth: Slow

Habit: UPRIGHT

Exposure: Sun

Fruit Type: CONE

Dwarf Hinoki Falsecypress is an attractive conifer that is ideal for a small space or near a patio or entryway. Fan-like needles are soft and deep green, and have good color retention throughout the year. It is an adaptable conifer that can tolerate a wide variety of soil conditions once established, but avoid planting in wet areas or in full shade.

Native

Salt Tolerant

Clay Tolerant

Winter Interest

Fragrant

Deer Resistant

Bunny Resistant

Calamagrostis acutiflora 'Karl Foerster'



HINSDALE NURSERIES

Since 1850

Karl Foerster Feather Reed Grass

Semi-Dry

Sun



Height: 3' - 4'

Spread: 2' - 3'

Growth: Moderate

Habit: Upright, clumping

Foliage-Spring: Green

Fall: Tan

Flower: Rosy panicles in July, turning wheat in August

Culture: Grows in full sun to light shade in ordinary soil, but will also handle heavy soil and moist to wet areas as well as well-drained areas. It is drought tolerant when established. It is one of the first to begin growing in the spring. 'Karl Foerster' is a good ornamental grass for the home landscape, or for use in groupings and sweeps along stream beds or ponds. *2001 Perennial Plant Association Plant of the Year.*

Panicum virgatum 'Northwind'



Northwind Switch Grass

Semi-Dry

Native Cultivar

Sun



Height: 4'-5'

Spread: 2'

Growth: Rapid

Habit: Upright, vase shaped

Foliage-Spring: Blue green

Fall: Tan

Flower: Golden tan panicle-like plumes, September

Culture: Plant in full sun to light shade in moist well drained soil. It will also tolerate wet or dry soil, salt, and winds. It is great for hedging, accent, and specimen use. The flowers are delicate and lovely as a tied "bunch". It combines nicely with 'Shenandoah' switch grass, and late summer plants such as aster, rudbeckia, sedums, etc. **Attracts butterflies! Deer and rabbit resistant!**

Allium tanguticum v. 'Summer Beauty'



Summer Beauty Ornamental Onion

Semi-Dry

Sun



Height: 12" - 18"

Spread: 18" - 24"

Growth: Fast

Habit: Mounded

Foliage - Spring: Deep green, grass like

Foliage - Fall: Green

Flower: Purple globe shaped, July - August

Culture: Plant in full sun in well drained soil. The deep green foliage is glossy, and is very attractive even without the flowers that appear in July and August. The foliage is persistent, and the flowers do not seed. This is worth planting for the foliage alone. 'Summer Beauty' provides great texture in container plantings. **Attracts butterflies! Deer and rabbit resistant!**

Sporobolus heterolepis

Prairie Dropseed



Semi-Dry

Native Species

Sun



Height: 24" - 36"

Spread: 24" - 36"

Growth: Rapid

Habit: Upright mounding

Foliage-Spring: Emerald green

Fall: Golden rust/orange

Flower: Tan plumes, fragrant, above foliage

Culture: Prefers full sun to light shade, and grows easily in most soils. Drought tolerant when established. The wispy flowers can extend to 30", and they have a fragrance that is similar to buttered popcorn! This is a great native grass with a delicate texture that can serve as an unusual but distinctive border. Shade makes this grass "floppy." A great delicate texture and color for use on a large scale or as accent plants. **Attracts butterflies! Deer and rabbit resistant!**

PEROVSKIA ATRIPLICIFOLIA

RUSSIAN SAGE



Foliage – Spring:	GRAY-GREEN	Height:	36"-48"
Foliage- Fall:	GRAY-GREEN	Spread:	36"
Bloom Period:	JULY - SEPT.	Growth:	Moderate
Attracts:	BEEES	Habit:	UPRIGHT CLUMP
Flower:	VIOLET SPIKES	Exposure:	Sun
Soil Type:	DRY	Fruit Type:	NA

Plant in full sun in well-drained soil. It will flop in shaded areas. Do not cut down in the fall, but do cut to the base in spring before new growth starts. It can also be cut back by 1/3 to 1/2 during the season to keep it shorter or more compact. This will also delay blooming. Russian Sage is drought tolerant and low maintenance. With its long bloom time, it is a good compliment to grasses, rudbeckia, sedums and echinacea. A very good plant for sunny, hot, dry areas.

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Native | <input checked="" type="checkbox"/> Salt Tolerant | <input checked="" type="checkbox"/> Clay Tolerant | <input type="checkbox"/> Winter Interest |
| <input checked="" type="checkbox"/> Fragrant | <input checked="" type="checkbox"/> Deer Resistant | | <input checked="" type="checkbox"/> Bunny Resistant |

***Pennisetum alopecuroides* 'Hameln'**



Dwarf Fountain Grass

Semi-Dry

Sun



Height: 24"

Spread: 2' - 3'

Growth: Rapid

Habit: Clump, arching

Foliage-Spring: Green, fountain-like

Fall: Tan

Flower: Purple turning white-tan bottle brush-like plumes, 3" - 4" long, July

Culture: Prefers full sun to light shade in moist, fertile, well drained soil, but tolerates many soil conditions. Drought tolerant when established. This is a neat, compact plant for containers and in mass or accent plantings. Divide in spring every five years. **Deer and rabbit resistant!**

Picea pungens 'Fat Albert'



Fat Albert Blue Spruce

Native Cultivar

Sun



Height: 10' - 15'

Growth: Slow

Foliage-Spring: Silvery-blue

Flower: None

Spread: 6' - 10'

Habit: Dense, upright pyramidal

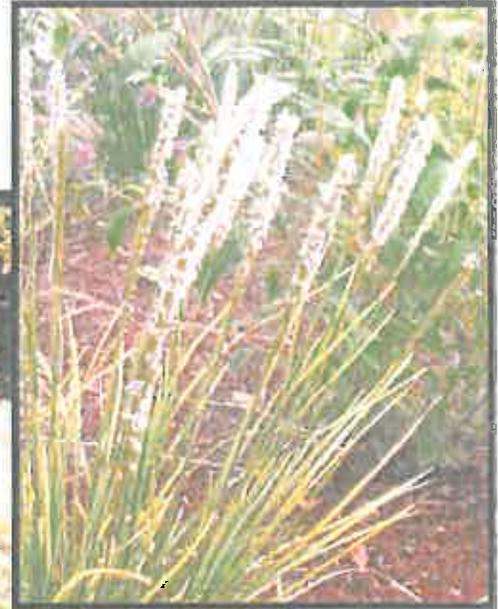
Foli: Silvery-blue

Fruit: Cones 2" - 4" long

Culture: Full sun and moist well drained soil, but *pungens* is adaptable and drought tolerant when established. It is not shade tolerant. The shape is uniform, and the foliage is quite dense and a very beautiful blue. It is slow-growing and may be only 7' - 8' after ten years. It is very attractive for use in groupings or as a single specimen. (And yes, it was named after Bill Cosby's character of Fat Albert.)

SESLERIA AUTUMNALIS

AUTUMN MOOR GRASS



Foliage – Spring:	GREEN	Height:	18"-24"
Foliage- Fall:	YELLOW-GREEN	Spread:	12"-18"
Bloom Period:	JULY-AUG	Growth:	Moderate
Attracts:		Habit:	ARCHING MOUND
Flower:	SILVER PLUME	Exposure:	Sun
Soil Type:	MOIST WELL DRAINED	Fruit Type:	

Autumn Moor Grass is a low-growing grass that works well in groupings and as a groundcover. Medium-green blades turn golden-yellow in the fall. Silvery flowerheads bloom in the fall. Autumn Moor Grass is an adaptable grass that can tolerate drought and a wide variety of soil conditions once established.

- Native
- Salt Tolerant
- Clay Tolerant
- Winter Interest
- Fragrant
- Deer Resistant
- Bunny Resistant

Nepeta faassenii 'Walker's Low'

Walker's Low Catmint



Semi-Dry

Sun



Height: 18" - 24"

Spread: 18" - 24"

Growth: Fast

Habit: Compact, Mounded

Foliage - Spring: Gray-green, fragrant

Foliage - Fall: Gray-green

Flower: Soft lavender-blue, June - Aug.

Culture: Prolific. Grows well in sun in well-drained soil. Cut or trim back after first bloom and in summer to keep the re-blooms fresh and the plant neat in appearance. The leaves are nicely fragrant. It is easy to grow, and is a great filler plant. This is a good groundcover or border plant, and it does well in containers. It is complimentary to most perennials, and lovely by itself. **Attracts butterflies!**
Deer and Rabbit Resistant!

ROSA 'MEIJOCOS'

DRIFT ROSE PINK



Foliage – Spring:	GLOSSY GREEN	Height:	'18"
Foliage- Fall:	YELLOW	Spread:	'24"
Bloom Period:	MAY-OCTOBER	Growth:	Moderate
Attracts:		Habit:	GROUNDCOVER
Flower:	PINK, EVERBLOOMING	Exposure:	Sun
Soil Type:	MOIST WELL DRAINED	Fruit Type:	ROSE HIP

Drift Roses have a low, spreading growth habit that makes them a great groundcover or for a low border. This cultivar has double hot pink flowers that have a long blooming period from May-October. Glossy green leaves turn yellow in the fall. Grows best in sunny, hot locations. Needs good air circulation to prevent foliar diseases.

- Native
- Salt Tolerant
- Clay Tolerant
- Winter Interest
- Fragrant
- Deer Resistant
- Bunny Resistant

Hydrangea arborescens 'Abetwo'



Incrediball Hydrangea

Sun to Part Shade



Height: 4'

Growth: Moderate

Foliage-Spring: Green

Flower: Huge creamy white above foliage

Spread: 4'

Habit: Rounded

Fall: Yellow

Fruit: NA

Culture: This is a new and improved version of the classic 'Annabelle' hydrangea. It should be planted in full sun to part shade in moist, well-drained soil. Each flower head has 4 times the blooms of an Annabelle and the heavy flower heads will withstand heavy rains without drooping. Pruning should be done in early spring. 'Incrediball' blooms on new wood and can be cut to the ground. It is useful in mass plantings and woodland settings. The heavy flowers are not affected by soil pH. The flowers emerge lime green, turn pure white and fade to

HOSTA 'ELEGANS'

ELEGANT BLUE HOSTA



Foliage – Spring:	BLUE	Height:	24"-36"
Foliage- Fall:	YELLOW-GREEN	Spread:	48"-60"
Bloom Period:	JUNE - JULY	Growth:	Moderate
Attracts:	HUMMINGBIRDS	Habit:	CLUMP
Flower:	WHITE, JUNE - JULY	Exposure:	Pt Shade to Sha
Soil Type:	MOIST WELL DRAINED	Fruit Type:	

Plant in part shade to shade in rich, well drained soil. This hosta has "quilted" leaves and is resistant to slugs. It is also great for dryer soil, and can get larger than the given sizes. The flowers are sometimes hidden under the leaves. Cut off discolored leaves and spent flowers. Cut back after first frost. Use in borders, groupings, as groundcovers. Works well with heuchera, astilbe, tiarella. A very reliable and classic hosta.

- Native
- Salt Tolerant
- Clay Tolerant
- Winter Interest
- Fragrant
- Deer Resistant
- Bunny Resistant

Chelone lyonii 'Hot Lips'



Hot Lips Pink Turtlehead

Moist

Native Species

Sun to Part Shade



Height: 24" - 36"

Spread: 24"

Growth: Moderate

Habit: Upright rounded

Foliage - Spring: Deep Green

Foliage - Fall: Bronze tones

Flower: Rose pink, August-Sept

Culture: Prefers sun to partial shade in rich, humusy, consistently moist soil. It can dry out and crisp in hot afternoon sun if it is dry. If so, remove any burnt leaves. 'Hot Lips' has pink flowers at the top of its red stems, and at the leaf axils. This is a great late summer bloomer that is very effective in groupings. Plant with anemone, aster, joe-pye weed. A good container plant as well. **Attracts butterflies! Deer and rabbit resistant!**

PEROVSKIA ATRIPLICIFOLIA

RUSSIAN SAGE



Foliage – Spring:	GRAY-GREEN	Height:	36"-48"
Foliage- Fall:	GRAY-GREEN	Spread:	36"
Bloom Period:	JULY - SEPT.	Growth:	Moderate
Attracts:	BEEES	Habit:	UPRIGHT CLUMP
Flower:	VIOLET SPIKES	Exposure:	Sun
Soil Type:	DRY	Fruit Type:	NA

Plant in full sun in well-drained soil. It will flop in shaded areas. Do not cut down in the fall, but do cut to the base in spring before new growth starts. It can also be cut back by 1/3 to 1/2 during the season to keep it shorter or more compact. This will also delay blooming. Russian Sage is drought tolerant and low maintenance. With its long bloom time, it is a good compliment to grasses, rudbeckia, sedums and echinacea. A very good plant for sunny, hot, dry areas.

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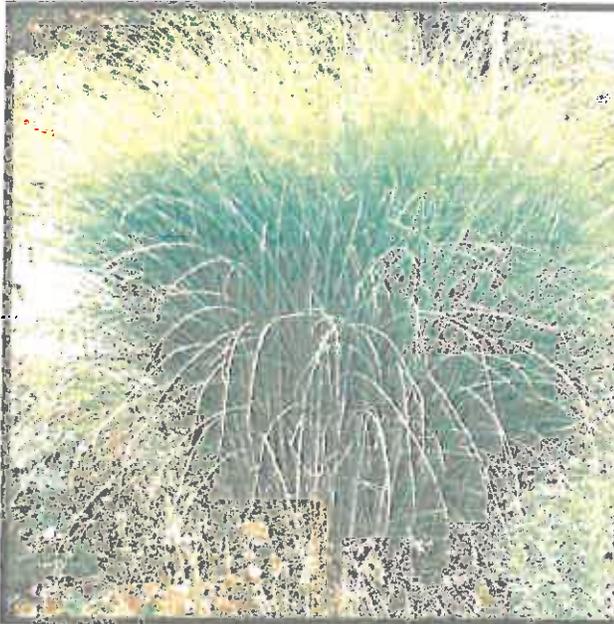
Miscanthus sinensis 'Gracillimus'



Maiden Grass

Semi-Dry

Sun



Height: 4' - 5'

Spread: 4'

Growth: Rapid

Habit: Upright arching

Foliage-Spring: Green with silver midrib

Fall: Tan

Flower: Pinkish feathery plumes, October

Culture: Plant in full sun in moist well drained soil; when established it tolerates wet and dry conditions. This grass has a dramatic effect in the landscape and works alone or in groups. Combines well with Coneflower and Black Eyed Susan. The plumes will remain all winter, and are striking in vase arrangements. Cut down in early spring. **Deer and rabbit resistant!**

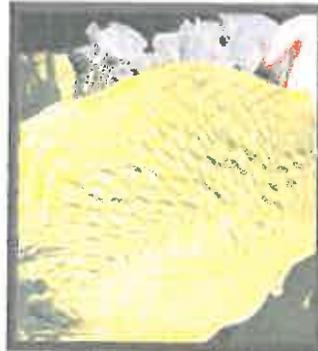
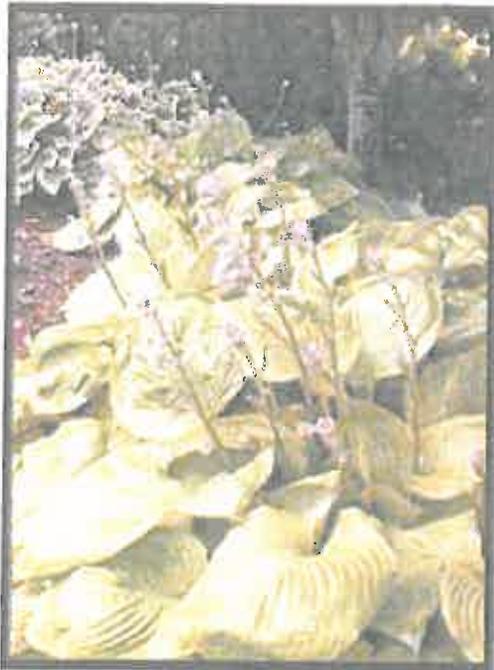
Hosta 'Sum and Substance'

Sum & Substance Hosta



Semi-Dry

Part Shade to Shade



Height: 24" - 36"

Growth: Moderate

Foliage - Spring: Huge chartreuse to gold

Flower: Lavender, July

Spread: 4' - 6'

Habit: Mounded, spreading

Foliage - Fall: Greenish yellow

Culture: Plant in part to full shade in rich, well drained soil. Great for dry shade under trees. The immense chartreuse leaves can be 20" x 15", rounded and slug resistant. The chartreuse color intensifies in the sun, and the lavender flowers bloom in July. Cut off the discolored leaves and spent flowers. Cut the plant back after first frost. A very large Hosta that is a great groundcover or mass planting in a large area. **Attracts butterflies! Deer and rabbit resistant!**

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH BKD FOR AUDIT SERVICES FOR FISCAL YEAR 2014/15

AGENDA NO. 12

AGENDA DATE: 5/26/15

STAFF REVIEW: Carrie Dittman, Int. Dir. of Finance

SIGNATURE:

Carrie Dittman

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

THOMAS BASTIAN TH.

RECOMMENDED BY VILLAGE ADMIN.: Tim Halik

SIGNATURE:

Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

In FY 2010, the Village approved a three year contract with the accounting firm of Wolf & Company to provide audit services for the Village and its TIF Fund. The change in auditors was needed as the prior audit firm of Sikich LLP could not provide both Interim Village Administrator services and audit services in the same audit period. After FY 2012, Wolf continued to conduct the Village's annual audit on a year-to-year basis at the following fees:

FY 2012: \$24,100 (last year of contract)
FY 2013: \$24,800 (2.9% increase)
FY 2014: \$25,300 (2.0% increase)

After last year's audit, Wolf & Co. was merged into another firm called BKD; the Village's prior audit partner and manager stayed with BKD, and BKD has submitted a one year engagement letter to perform the Village and TIF audits for the year ended April 30, 2015 at a fee of \$25,800 plus \$1,700 (one-time) to implement GASB Statement No. 67, a new accounting pronouncement, for a total of \$27,500. This represents an overall increase of 8.7% (2.0% increase for basic audit fee).

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

The Village has continued to receive a Certificate of Achievement for Excellence in Financial Reporting award from the GFOA each year Wolf has been the auditor. In addition, Village staff has not had issues with Wolf or their employees assigned to the audit engagement. Therefore, staff would recommend that the Village accept the attached engagement letter with BKD for a one-year auditing services agreement for Fiscal Year 2014/15.

ACTION PROPOSED

Adopt the Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
TO ENTER INTO AN AGREEMENT WITH BKD LLP FOR AUDIT
SERVICES FOR FISCAL YEAR 2014/15

NOW, THEREFORE, 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 enter into an Audit Services Agreement between the Village of Willowbrook and BKD LLP., in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

March 27, 2014 ⁵

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



We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the **VILLAGE OF WILLOWBROOK, ILLINOIS** (the Village).

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the Village as of and for the year ended April 30, 2015, and the related notes to the basic financial statements.

Our audit will be conducted with the objective of expressing opinions on the financial statements.

We will also perform the required audit of the Village's Tax Increment Financing (TIF) Fund, and issue opinion on compliance with PA85-1142.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing

concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Scott C. Termine is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. to provide us with
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and

- iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes, including assistance implementing GASB Statement No. 67

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

The fee for our services will be \$25,800 (*plus \$1,700 related to implementation of GASB Statement No. 67*).

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty. BKD is acting for its own interests. You should discuss this project, as well as any information and material provided by BKD, with any and all internal or external advisors and experts that you deem appropriate before acting on any information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good

faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

In the event BKD or its affiliates or their employees, partners, shareholders, officers or directors (collectively "BKD Parties") are requested or authorized by the Village or are required by government regulation, subpoena, order or other legal process to produce documents or to provide testimony as witnesses with respect to any services rendered pursuant to this engagement or any other work or services provided by BKD Parties, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests, order, subpoenas or legal process.

The Village and BKD Parties agree that no claim or cause of action against BKD Parties arising in whole or in part out of services performed or to be performed under this engagement shall be filed more than two years after (i) the date of the report issued by BKD Parties pursuant to this engagement or (ii) the date of this engagement letter if no report has been issued. The Village and BKD Parties further agree that the maximum liability of BKD Parties for any and all claims and causes of action which may be asserted by the Village arising in whole or in part from any aspect of this engagement is limited to three times the total amount of fees paid by the Village to BKD Parties for services rendered under this engagement letter. The Village waives any claim or cause of action for punitive or exemplary damages against BKD Parties.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved,

particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Village of Wollowbrook
March 27, 2015
Page 7 of 7

If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Acknowledged and agreed to on behalf of

VILLAGE OF WILLOWBROOK

BY _____
(Name & Title - Member of Management)

DATE _____

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

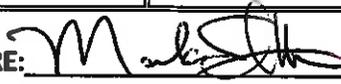
ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PURCHASE A CANINE FROM NORTHERN MICHIGAN K-9 INCLUDING FOUR (4) WEEKS OF CANINE HANDLER TRAINING.

AGENDA NO. _____ **13** _____

AGENDA DATE: 05/26/2015

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Timothy Halik, Village Administrator

SIGNATURE: Te Halik

REVIEWED & APPROVED BY COMMITTEE: YES X _____ NO _____ N/A _____

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

In June of 2006 the Willowbrook Police Department initiated its first canine program. The department purchased a Belgian Malinois and selected an officer to be trained as its handler. Both handler and canine have assisted with numerous tracks, building searches, narcotics investigations and public demonstrations. In regards to the age of the canine and possible future physical canine issues it was discussed by the Public Safety Committee at several meetings to look at replacing our current canine. Both committee members agreed to continue the canine program and purchase a German Shepherd for the department's next canine assignment.

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

The police department staff reviewed three (3) separate possible canine training facilities and having a German Shepherd as its new canine. After reviewing the canine training facilities it was decided that Northern Michigan K-9 would best provide the proper training and canine to accomplish the needs of the department. The selected officer will attend a four (4) week training program. The current canine vehicle is relatively new and will be transferred to the new canine officer. The canine, training, kennel and other articles needed for the canine will all be purchased with asset forfeiture funds. The canine, which will be trained in narcotics detection and tracking, along with equipment and four (4) weeks of training will have a total cost of: \$12,500.00. A separate cost for the handler's lodging will be billed at a later date with an approximate cost of: \$992.00.

ACTION PROPOSED:

APPROVE THE PURCHASE OF A CANINE FROM NORTHERN MICHIGAN K-9 INCLUDING FOUR (4) WEEKS OF CANINE HANDLER TRAINING.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PURCHASE A CANINE FROM NORTHERN MICHIGAN K-9 INCLUDING FOUR (4) WEEKS OF CANINE HANDLER TRAINING.

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 purchase a canine from Northern Michigan K-9 including four (4) weeks of canine handler training, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 26th day of May, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Northern Michigan K9 Invoice: May 5, 2015

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 13, 2015 AT 6:00 P.M. IN THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Trustee Davi at 6:02 p.m.

2. ROLL CALL

Those present at roll call were Trustee Umberto Davi, Trustee Paul Oggerino and Interim Director of Finance Carrie Dittman.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance/Administration Committee held on Monday, March 9, 2015 were reviewed.

Motion to approve made by Trustee Davi. Motion carried.

4. DISCUSSION - Village Hotel Tax Rate Increase

Interim Director of Finance Carrie Dittman discussed that there are four (4) hotels in town. On October 1, 1986 the Village established a local 1% hotel occupancy tax, which generates about \$67,000 of revenue annually in the Hotel/Motel Tax Fund. The revenue is restricted to tourism promotion within the Village.

Since the Village's largest hotel, the Willowbrook Inn, was sold in August 2013 and renovations on that hotel have begun, the tax revenue generated by all Village hotels has dropped to about \$45,000 annually. The issue was discussed at the January 28, 2015 Hotel/Motel Tax Advisory Committee meeting and at least one hotel was in support of a tax rate increase to ensure that adequate revenue is available to promote tourism in the Village.

Based upon a survey conducted by the DuPage Convention and Visitors Bureau, Willowbrook has the lowest tax rate of all neighboring communities. As a non-home rule community, the most the Village can raise the tax rate to is 5%, which is comparable to other nearby municipalities. Increasing the rate to 5% will raise an additional \$180,000 of revenue to expand promotional opportunities. The rate increase would be effective on June 1, 2015.

Trustee Davi and Trustee Oggerino noted that the committee was in favor of the proposed increase and that staff should proceed to present this information to the Village board.

5. REPORT - Monthly Disbursement Reports - March 2015

The Committee reviewed and highlighted the items below for the month of March.

- Total cash outlay for all Village funds - \$858,059 (fiscal year to date is \$12,402,386)
- Payroll for active employees including all funds - \$293,374. Payroll year to date total is \$3,655,554.
- Ave. daily outlay of cash for all Village funds - \$27,679 (fiscal

year to date average is \$36,949)

- Ave. daily expenditures for the General Fund - \$17,084 (fiscal year to date average is \$21,469)

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

All revenues are for collections through March 31, 2015.

- Sales tax receipts - \$3,426,262 up .47% from the prior year, 6.2% over budget
- Income Tax receipts - \$743,830 down .69% compared to the prior year, 5.0% over budget. Interim Director Dittman noted that the State of Illinois is 2 months behind in remittances.
- Utility tax receipts - \$955,802 down 6.4% from the prior year, 1.7% under budget, consisting of:
 - Telecomm tax - \$384,919, down 15.0%. As noted previously, decline is largely due to the State of IL recouping about \$32,000 over several monthly payments beginning August 2014 due to a lawsuit the state lost with a phone company. The state has been reclaiming prior distributions from all participating municipalities that had received such funds, so Willowbrook is among many other towns experiencing the revenue shortfall this year.
 - Northern IL gas - \$168,010, up 13.4%
 - ComEd - \$405,864, down 4.2%
- Places of Eating Tax receipts - \$456,904 up 6.86% compared to the prior year, 11.5% over budget
- Fines - \$164,019 up 16.66% compared with the prior year, 19.71% over budget.
- Red Light Fines - \$584,091 down 20.38% from the record-breaking prior year receipts, but still 16.1% over budget (we have already exceeded this year's budgeted revenue by \$44,091)
- Building Permit receipts - \$334,671 up 44.27% from the prior year. We have exceeded permit revenue budget by \$159,671. The month of March includes 2 permits to Whole Foods for their renovation, which totaled \$83,056.
- Water sales receipts - \$2,758,069 up 7.95% from the prior year, 11.85% under budget

Interim Director Dittman noted that the 12% increase the Village implemented at 1/1/15 (due to a higher increase imposed on the Village by the DuPage Water Commission) is now being realized beginning with the February collections.

- Hotel/Motel Tax receipts - \$45,520 down 14.95% compared with the prior year, 19.3% below budget. One hotel is one month behind in remittances.
- Motor Fuel Tax receipts - \$275,184 up 17.06% compared with the prior year, 20.4% over budget. Receipts to date include 2 disbursements of the State of IL's Capital Bill, each \$38,941, and in the past we have received one per fiscal year.

The reports above were approved by Trustee Davi.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Oggerino.

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

(Minutes transcribed by: Carrie Dittman, 4/27/2015)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 13, 2015 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the March 9, 2015 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. REPORT – Bid Results: Landscape Maintenance Services Contract

Administrator Halik advised the committee that the Municipal Services Department and the Parks & Recreation Division held a public bid opening for the annual landscape maintenance services contract on Tuesday, April 7, 2015 at 10:00 AM. The legal notice advertising for the bid opening was published in the March 13, 2015 edition of the Suburban Life newspaper. Halik advised that two were received prior to the deadline, with the low bid submitted by On the Green Solutions, Clarendon Hills, in the amount of \$59,221.00. Halik advised that this price reflects an approximate 4.3% decrease, or \$2,647.41 lower, than the FY 2014/15 contract price. Halik shared that staff is familiar with On the Green Solutions, since the company held the Village's Landscape Maintenance Contract for several years prior to 2007. The company submitted four municipal references including the Highland Park District, the Village of Clarendon Hills, the City of Oakbrook Terrace, and the Village of Burr Ridge. Halik stated that staff recommends that the Mayor and Board of Trustees adopt the attached resolution authorizing the Mayor and Village Clerk to accept and execute a contract between the Village of Willowbrook and On the Green Solutions. The Committee members concurred

5. DISCUSSION – Spring Brush Collection Program

Administrator Halik advised the Committee that the spring program will consist of a curb-side chipping program, with the resulting chips hauled away. Staff has solicited proposals from two (2) landscape maintenance contractors, with the low proposal offered by Pessina Tree Service, LLC in an amount of \$118.75/hour/crew to perform this program. Therefore, the estimated cost of the spring program would be \$9,500, when considering two crews working 40 hours each. Halik stated that Pessina has worked in the Village during the last two years in completing our Emerald Ash Borer abatement program. Their quality of work is acceptable, and they have been responsive to resident concerns. Halik stated that staff would recommend that the proposal submitted by Pessina Tree Service, LLC in the amount of \$118.75/hr. per chipping crew be accepted to perform the Village-wide Spring Brush Collection Program. A resolution accepting the proposal would be placed on the agenda for the April 27, 2015 regular meeting of the Village Board. The Spring Brush Program would be scheduled to occur the week of May 11th thru May 15th, 2015. The Committee

agreed with the staff recommendation.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of March 2015. The Village has taken in just under \$111,000 in permit revenue for the month of March. Halik advised that in total for the eleven months of fiscal year 2014/15, the Village has received approximately 191% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for February 2015. The report indicates that the Village pumped 25,484,000 gallons in the month of February. Halik shared that we have pumped about 10% less water this year as compared to the same timeframe last year. Halik also advised that at ten months into the fiscal year, we are slightly below where we should be at in order to meet our estimated pumpage projection of 385,000,000 gallons – we are off by about 7%.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Halik provided the Committee updates on the status of the janitorial services contract for the Village Hall and police station building. The Committee felt that due to the routine nature of this service contract, decisions could be made by the Village Administrator.

Halik provided the Committee updates on the status of the review of engineering services proposals for both the water tank painting project and LED streetlight project. The Committee recommended that staff and the Village Attorney continue to work with representatives of Christopher B. Burke Engineering, Ltd. on acceptable language in the proposal.

9. ADJOURNMENT

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

(Minutes transcribed by: Tim Halik, 5/7/15)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, MARCH 3, 2015, AT THE WILLOWBROOK VILLAGE HALL, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, Robert Pionke, and Doug Stetina.

ABSENT: Commissioner Rene Schuurman; and at time of Roll Call, Commissioner Ramona Weigus.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – FEBRUARY 3, 2015

The Commission reviewed the February 3, 2015 minutes.

MOTION: A Motion was made by Commissioner Grimsby and seconded by Commissioner Stetina to approve the February 3, 2015 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

New Village Hall

Superintendent Violante related that the employees moved into the new Village Hall on Friday, February 13, 2015 and was opened to the public on Tuesday, February 17th. The police department will be renovated beginning in July. After that completion, the Park building will be renovated. Unknown at this time when that renovation will take place.

***NOTE: Commissioner Ramona Weigus arrived at 7:02 p.m.

5. OLD BUSINESS

A. OSLAD Grant for Willow Pond Park

Superintendent Violante introduced John Vann from Land Tech Design to answer any questions regarding the Willow Pond Park project. Mr. Vann advised that bids were received earlier on today's date from five (5) contractors. The lowest bids were received from Clauss Brothers and Reil. Mr. Vann advised that he has worked with all of the contractors. The base bid that Clauss Brothers submitted was for \$583,004.73. In addition, fees need to be added for installation of the playground, washroom options, and pathway lighting. The budget for this project is \$800,000. With the additions, current costs are approximately \$56,000 over budget.

Corrective measures to bring the costs down could include damage allowances to sidewalks, landscaping can be scaled back and added at a later date, and some costs can be paid for from SRA funds.

Tentative deadline for the contracts is August 1, 2015.

MOTION: A Motion was made by Commissioner Kanaverskis and seconded by Commissioner Lazarski to accept the bid presented by Clauss Brothers as presented with Alternate Options #1, #5, #7, #8, and #9.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

MOTION DECLARED CARRIED

B. Village Race

Commissioner Pionke distributed posters for the event. Higher fundraising/sponsorship amounts have been received than expected. Flyers have been posted in several shopping locations.

Advertisements have been placed on the Village website, the Willowbrook Post, and several racing websites. Flyers will also be distributed during the Easter Egg Hunt.

C. Master Plan

Superintendent Violante had no updates to the Master Plan.

D. Name park amenity after previous Superintendent

Superintendent Violante had no updates.

6. NEW BUSINESS

A. Approval of bid for Willow Pond improvements

See discussion in Item 5A.

B. Easter Egg Hunt

Superintendent Violante advised that the Easter Egg Hunt is April 4th at 11:00 a.m. Chicken Basket and Kiwanis are sponsors for this event.

7. CORRESPONDENCE/COMMUNICATIONS

There was no communications.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 8:02 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Lazarski, Pionke, Stetina, and Weigus. NAYS: None. ABSENT: Commissioner Schuurman.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

May 5, 2015

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on April 13th, 2015 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 6:00 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Deputy Chief Mark Altobella, Chairman of the Public Safety Committee Terrence Kelly and Trustee Gayle Neal.

1. Reviewed the March 9th, 2015 Public Safety Committee Meeting Minutes.
The Committee approved the March 9th, 2015 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
Trustee Neal inquired about the catalytic converter thefts. Chief Shelton advised that an arrest was made in Chicago by other jurisdictions at a drop off scrap yard.
3. Reviewed the Overtime Report for 03/02/2015 – 03/29/2015 - Information.
4. Reviewed the Monthly Expenditure Report for March 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for March 2015 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
 - Officer Jose Chavez-Jimenez
 - Officer Dave Gaddis
 - Officer Christine Danan
 - Officer James Martino
7. DISCUSSION ITEMS
 - Purchase (2) budgeted APX 7000 Portable Radios
Chief Shelton explained that the two radios will be used by Detectives who will have the capability to use multiple channels during Task Force assistance. The radios have air time still paid for by ETSB through 2015. The airtime after this date will be \$34.00 per month. Both Committee members approved the purchase.
 - Canine Position
Chief Shelton discussed the age of the canine and the canine position. The current Officer assigned to the canine position as been assigned since June 2006. The canine, Icha, will be coming up to (10) years in age. The dog's tenure and average time in assignment is between (8) to (10) years, depending on the use and type of canine. To plan and prepare for a continued canine position, a training class and canine need to

be scheduled, and an individual officer scheduled. A decision on the location of the training and canine will need to be completed. Chief Shelton has suggested Vohne Liche Kennels in Denver, Indiana. The canine will be a German Shepherd. There is currently a trainer course opening in September 2015. Chief Shelton had put out to all officers those who were interested to reply by e-mail to him. There were several officers who expressed interest and one officer will be chosen in the near future. Cost for the entire training, including the canine, is \$15,705.00. Drug Asset Forfeiture Funds will be used to fund the purchase and training. The current canine vehicle will be used and is fully equipped. The Officer who is assigned to this position will be scheduled on the 3p.m. – 11p.m. shift. Both Committee members approved going forward with the continued canine position.

- Update-New Officer

Chief Shelton updated the Committee on the newest assigned Patrol Officers. Officer Jose Lopez has successfully completed his 18-month probationary period and is doing very well. He is currently assigned to the 3p.m.-11p.m. shift. Patrol Officer James Martino and Patrol Officer Eric Babczak have successfully completed their Field Training and are assigned to the 11p.m.-7a.m. shift.

8. VISITOR'S BUSINESS*

9. *None*

10. ADJOURNMENT

The meeting was adjourned at 6:22 p.m.



VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only).

NEXT MEETING SCHEDULED MAY 11TH, 2015 AT 6:00 P.M.