

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 22, 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 - June 8, 2015 (APPROVE)
 - c. Minutes - Executive Session Meeting - June 8, 2015 (APPROVE)
 - d. Warrants = \$369,060.00 (APPROVE)
 - e. Resolution - A Resolution Acknowledging Requirements of the Illinois Department of Transportation (IDOT) as they Pertain to the Maintenance of Village Owned Utilities Located within State Rights-of-Way (ADOPT)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL FOR PROJECT MANAGEMENT SERVICES RELATING TO THE COMPLETION OF THE POLICE BUILDING RENOVATION PROJECT, 7760 QUINCY STREET - INTEGRATED PROJECT MANAGEMENT COMPANY, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE PROPOSAL, DISCLOSURE AGREEMENT, AND RECRUITING RESTRAINT AGREEMENT
8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - FALCO'S LANDSCAPING

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN EMPLOYEE RETIREMENT AND RELEASE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, JOHN SKIBA, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 8, 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, Terrence Kelly, Michael Mistele, Gayle Neal, and Paul Oggerino.

ABSENT: Trustee Umberto Davi

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director of Finance Dittman to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - May 26, 2015 (APPROVE)
- c. Warrants - \$221,045.30 (APPROVE)
- d. Monthly Financial Report - May 31, 2015 (APPROVE)
- e. Ordinance - An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2015 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works within the Village of Willowbrook, DuPage County, Illinois - Ordinance No. 15-O-14 (PASS)

- f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 15-O-15 (PASS)
- g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Sealcoat and Re-Stripe the Parking Areas within the Municipal Complex - Schermer Asphalt Paving, Inc. - Resolution No. 15-R-41 (ADOPT)
- h. Resolution - A Resolution Appointing an Authorized Delegate and Alternate Delegate to the South Central DuPage County Benefit Pool ("SCDCBP") - Resolution No. 15-R-42 (ADOPT)
- i. Motion - A Motion to Approve Application for a license to Hold a Raffle - Hinsdale South Booster Club (APPROVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - ANNUAL APPROPRIATION ORDINANCE, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2015 AND ENDING APRIL 30, 2016

Director of Finance Dittman stated that the Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance within the first quarter of the fiscal year. The appropriation ordinance provides the Village the legal authority to expend funds. After the ordinance is passed, a copy of the appropriation ordinance must be filed with the DuPage County Clerk within 30 days.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 15-O-16 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL, TOGETHER WITH PROJECT TERMS AND CONDITIONS, TO DEMOLISH AND HAUL AWAY THE EXISTING ROCK SALT STORAGE BUILDING LOCATED AT 7760 QUINCY STREET (POLICE FACILITY) - SUNSET SEWER & WATER, INC.

Administrator Halik related that during the completion of the conceptual design for the police facility renovations, it was determined that the old rock salt storage building should be removed. This will allow for additional parking for the Village Municipal Complex. Williams Architect's estimate for the removal of this structure ranged from \$40,000 to \$60,000, in addition to the 8% fee on the final bid amount.

As an alternative, staff solicited proposals to remove the structure separate from the renovation plan. The low proposal was received from Sunset Sewer & Water, Inc. in the amount of \$30,935. Completing this work outside of the renovation project plan for the police department will save the Village between \$12,265 and \$33,865.

Trustee Mistele stated that the proposal includes removal of the concrete floor per site meeting, footprint of demolished building to be left at existing soil grade below concrete floor. Trustee Mistele recommended that the foundation walls and footings should also be removed.

Trustee Kelly asked if there would be any remediation problems from the salt storage. Administrator Halik related that the dump that Sunset uses does not anticipate any problems. If an engineering certification is required, the Village engineering firm will be able to provide one.

Trustee Neal asked if there was anything else in the ground underneath the structure. Administrator Halik stated that there is no anticipation that this structure was built on any type of fill.

MOTION: Made by Trustee Oggerino and seconded by Trustee Mistele to adopt Resolution No. 15-R-43 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. EXECUTIVE SESSION

- a. Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)

ADJOURN INTO EXECUTIVE SESSION

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to adjourn into Executive Session at the hour of 6:38 p.m.

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

MOTION DECLARED CARRIED

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:32 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

June 22, 2015.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

June 22, 2015

GENERAL CORPORATE FUND	-----	\$127,254.53
WATER FUND	-----	146,190.35
MOTOR FUEL TAX FUND	-----	1,318.62
SSA ONE BOND & INTEREST FUND	-----	93,657.50
WATER CAPITAL IMPROVEMENTS FUND	-----	639.00
TOTAL WARRANTS	-----	\$369,060.00



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	06/23 CK# 86727	\$2,179.28
D7088 JUN 15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088 JUN 15 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIRGAS USA LLLC (2600)	06/23 CK# 86728	\$54.53
9927785740 EQUIPMENT RENTAL 01-535-290	01-35-750-290	54.53
AMERICAN FIRST AID SERVICE INC (77)	06/23 CK# 86729	\$22.85
23963 OPERATING EQUIPMENT 01-451-401	01-30-630-401	22.85
AMG/SOUND MEMORIES (102)	06/23 CK# 86730	\$749.00
JULY 17 2015 FAMILY SPECIAL EVENT - MOVIE NIGHT	01-20-585-151	749.00
AMERICAN TRAFFIC SOLUTIONS (2300)	06/23 CK# 86732	\$22,298.00
19620/MAY 15 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	20,735.00
19620/MAY 15 RED LIGHT - MISC FEE	01-30-630-249	1,563.00
BROWNELLS, INC. (230)	06/23 CK# 86733	\$595.83
11316449.00 FIRING RANGE 01-451-245	01-30-630-245	595.83
VILLAGE OF BURR RIDGE (250)	06/23 CK# 86734	\$33.00
1627 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	33.00
CHICAGO BADGE & INSIGNIA CO (334)	06/23 CK# 86735	\$146.30
13650 UNIFORMS 01-451-345	01-30-630-345	146.30
CHICAGO TRIBUNE (330)	06/23 CK# 86736	\$125.00
002016187 EXPO PUBLIC RELATIONS 01-435-365	01-10-475-365	125.00
CHRISTOPHER B. BURKE (333)	06/23 CK# 86737	\$16,212.06
122737 STREET IMPROVEMENTS 01-545-685	01-35-765-685	594.02
122942 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	6,351.19
122943 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	525.18
122944 FEES - ENGINEERING 01-505-245	01-35-720-245	220.00
122945 REIMB.	01-15-520-245	275.00
122946 REIMB.	01-15-520-254	385.00
122947 SITE IMPROVEMENTS 01-535-289	01-35-750-289	1,404.50
122948 FEES - ENGINEERING 01-505-245	01-35-720-245	364.50
122949 REIMB.	01-40-820-254	877.75
122950 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	240.20
122951 FEES - ENGINEERING 01-505-245	01-35-720-245	2,017.72
122954 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	99.00
122955 REIMB.	01-40-820-259	199.50
122956 REIMB.	01-40-820-259	110.00
122957 REIMB.	01-40-820-259	227.50
12952 REIMB.	01-15-520-254	2,321.00
CITY WIDE OF ILLINOIS (2667)	06/23 CK# 86738	\$2,600.74
1283 / JUN 15 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	2,600.74
CLARKE ENVIRONMENTAL (350)	06/23 CK# 86739	\$6,425.00
6352117/JUL 15 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,425.00
COMMONWEALTH EDISON (370)	06/23 CK# 86740	\$382.40
0423085170JN15 RED LIGHT - COM ED	01-30-630-248	75.76
0791026027JN15 RED LIGHT - COM ED	01-30-630-248	49.73
4403140110JN15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	73.15
6863089003JN15 RED LIGHT - COM ED	01-30-630-248	42.35
7432089030JN15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	141.41
DELTA DENTAL PLAN OF ILLINOIS (468)	06/23 CK# 86741	\$4,238.30
JULY 15 EMP DED PAY-INS 01-210-204	01-210-204	1,004.76

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JULY 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	199.22
JULY 15 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	57.16
JULY 15 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	114.32
JULY 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,498.65
JULY 15 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	192.71
JULY 15 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	171.48
DESIGN PERSPECTIVES INC (2489)	06/23 CK# 86742	\$850.00
15-58Z1-1 FEES - ENGINEERING 01-610-245	01-20-565-245	850.00
DISCOVERY BENEFITS SIMPLIFY (2534)	06/23 CK# 86743	\$50.00
21019 JUNE 15 EMP DED PAY - FSA FEE 01-210-221	01-210-221	39.60
21019 JUNE 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	10.40
CHRISTOPHER M. DRAKE (489)	06/23 CK# 86744	\$126.64
RANGE ITEMS OPERATING EQUIPMENT 01-451-401	01-30-630-401	126.64
DUPAGE COUNTY E.T.S.B. 911 (513)	06/23 CK# 86745	\$468.37
ETS0301506MAY15 PHONE - TELEPHONES 01-451-201	01-30-630-201	468.37
DUPAGE JUV OFCRS ASSN (523)	06/23 CK# 86746	\$50.00
528 & 518 15/16 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	50.00
SCOTT EISENBEIS (547)	06/23 CK# 86749	\$418.00
15 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	418.00
ETAFA SALEH (1466)	06/23 CK# 86750	\$140.00
15 PERMIT 15 PARK PERMIT FEES 01-310-814	01-310-814	140.00
FREDRIKSEN & SONS (638)	06/23 CK# 86751	\$609.60
160698 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	609.60
GEWALT HAMILTON ASSOCIATES INC (2695)	06/23 CK# 86752	\$1,328.40
4997.900-1 PLAN REVIEW - TRAFFIC CONSULTANT	01-15-520-258	1,328.40
GORDON FLESCHE (695)	06/23 CK# 86753	\$9.19
11181583 COPY SERVICE 01-420-315	01-10-455-315	9.19
W.W. GRAINGER (1999)	06/23 CK# 86754	\$7.85
9750240641 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	7.85
HEAT ENGINEERING CO (2669)	06/23 CK# 86755	\$4,030.00
14156 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	4,030.00
HELEN WARREN (1466)	06/23 CK# 86756	\$120.00
15 PERMIT #14 PARK PERMIT FEES 01-310-814	01-310-814	120.00
HINSDALE VILLAGE OF (798)	06/23 CK# 86757	\$80.00
15 WNTR/SPR SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	80.00
HOME DEPOT CREDIT SERVICES (808)	06/23 CK# 86758	\$224.85
19050217372 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	18.50
19050399063 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	125.25
6031973 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	81.10
I.R.M.A. (966)	06/23 CK# 86759	\$81.00
5/20/15 CLASS SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	81.00
ILLINOIS GIRLS LACROSSE ASSN (2219)	06/23 CK# 86761	\$700.00
733 - SPR 15 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	700.00
ILLINOIS PAPER COMPANY (898)	06/23 CK# 86762	\$512.78
68043 OFFICE SUPPLIES 01-420-301	01-10-455-301	512.78
KING CAR WASH (1057)	06/23 CK# 86764	\$325.00
60/MAY 15 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	325.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	06/23 CK# 86765	\$558.34
9001464978 COPY SERVICE 01-451-315	01-30-630-315	243.89
9001473730 COPY SERVICE 01-420-315	01-10-455-315	314.45
LEXIS (21)	06/23 CK# 86766	\$84.70
1009686/MAY 15 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	84.70
MARQUARDT PRINTING CO. (2543)	06/23 CK# 86767	\$93.00
27071 PRINTING & PUBLISH 01-420-302	01-10-455-302	93.00
MOTOROLA SOLUTIONS INC (1312)	06/23 CK# 86769	\$68.00
183734302015 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	68.00
NENAD & BO;KAMA RADPMKOC (2697)	06/23 CK# 86770	\$4,500.00
ROW BOND COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	2,000.00
TEMP OCCPNCY COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	2,500.00
NEOPOST LEASING (1358)	06/23 CK# 86771	\$395.91
N5357356JUL15 POSTAGE & METER RENT 01-420-311	01-10-455-311	395.91
NICOR GAS (1370)	06/23 CK# 86772	\$224.82
825 MW MAY 15 NICOR GAS (825)	01-10-466-237	42.05
PD MAY 15 NICOR GAS (7760) 01-405-235	01-10-466-235	153.77
VH MAY 15 NICOR GAS (835)	01-10-466-236	29.00
NUTOYS LEISURE PRODUCTS (1400)	06/23 CK# 86773	\$156.00
42894 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	156.00
OCCUPATIONAL HEALTH CENTERS (2413)	06/23 CK# 86774	\$101.00
1008870374 WELLNESS 01-440-276	01-10-480-276	101.00
ORKIN EXTERMINATING (1439)	06/23 CK# 86775	\$87.28
JUNE 2015 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	87.28
PCS INDUSTRIES (2676)	06/23 CK# 86776	\$532.59
201697 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	532.59
PETTY CASH C/O TIM HALIK (1492)	06/23 CK# 86777	\$400.00
ADV - DIESEL GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	400.00
PETTY CASH C/O TIM HALIK (1492)	06/23 CK# 86778	\$86.50
6/17/15 OPERATING EQUIPMENT 01-451-401	01-30-630-401	4.00
6/17/15 GAS-OIL-WASH-MILEAGE 01-501-303	01-35-710-303	88.50
CK86695 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	-6.00
PUBLIC SAFETY DIRECT INC (2309)	06/23 CK# 86779	\$2,204.99
27433 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	275.00
27480 NEW VEHICLES 01-485-625	01-30-680-625	1,654.99
27481 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	275.00
RAGS ELECTRIC, INC (1585)	06/23 CK# 86780	\$1,169.36
15126 MAINTENANCE - PW BUILDING	01-35-725-418	513.43
15127 MAINTENANCE - STREET LIGHT	01-35-745-223	553.43
15128 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	102.50
RATHS, RATHS & JOHNSON, INC. (1591)	06/23 CK# 86781	\$620.00
14041-505 REIMB.	01-40-820-255	620.00
RAY O'HERRON CO., INC. (1594)	06/23 CK# 86782	\$79.85
1518335 FIRING RANGE 01-451-245	01-30-630-245	43.90
1532241 UNIFORMS 01-451-345	01-30-630-345	35.95
RED WING SHOE STORE (1605)	06/23 CK# 86783	\$719.96
45071764/GAGALA UNIFORMS 01-501-345	01-35-710-345	179.99

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RED WING SHOE STORE (1605) CONTINUED ...		
45071781/MASON UNIFORMS 01-501-345	01-35-710-345	179.99
45071810/HENDRX UNIFORMS 01-501-345	01-35-710-345	179.99
45071811/DECKER UNIFORMS 01-501-345	01-35-710-345	179.99
LORI RINELLA (2204)	06/23 CK# 86784	\$131.90
DUPAGE RMS GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	107.67
DUPAGE RMS DEMO GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	24.23
RUSSO'S POWER EQUIPMENT (2642)	06/23 CK# 86785	\$243.82
2457246 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	165.52
2457247 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	78.30
SAM SCHWARTZ ENGINEERING DPC (2383)	06/23 CK# 86786	\$978.00
63381 REIMB.	01-15-520-258	733.50
63383 RIEMB.	01-15-520-258	244.50
SECRETARY OF STATE (1689)	06/23 CK# 86787	\$50.00
SQUAD 61 & 63 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	50.00
SHERIDAN PLUMBING & SEVER (2425)	06/23 CK# 86788	\$5,430.50
7787 JET CLEANING CULVERT 01-535-286	01-35-750-286	5,430.50
SHIVANI KAMDAR (1862)	06/23 CK# 86789	\$100.00
WL76722 & 23 TRAFFIC FINES 01-310-502	01-310-502	100.00
SOUTHWEST CENTRAL DISPATCH (1751)	06/23 CK# 86790	\$22,205.90
JUNE 2015 RADIO DISPATCHING 01-483-235	01-30-675-235	22,205.90
SPRINT (1357)	06/23 CK# 86791	\$37.99
952377363052MAY PHONE - TELEPHONES 01-451-201	01-30-630-201	37.99
STAPLES (1767)	06/23 CK# 86792	\$37.66
176706081523317 OFFICE SUPPLIES 01-451-301	01-30-630-301	37.66
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	06/23 CK# 86793	\$2,991.24
67119/MAY 15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	2,991.24
CYNTHIA STUHL (1788)	06/23 CK# 86794	\$42.27
MTG 6/3/15 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	42.27
SUNSET SEWER & WATER (2276)	06/23 CK# 86795	\$1,455.90
2015-141 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,455.90
T.P.I. (1886)	06/23 CK# 86796	\$6,095.00
MAY 2015 REIMB.	01-40-820-258	1,769.00
MAY 2015 PART TIME INSPECTOR 01-565-109	01-40-830-109	4,011.00
MAY 2015 RIEMB.	01-40-830-115	315.00
TAMELING GRADING (1836)	06/23 CK# 86797	\$620.00
TG5/MAY 15 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	350.00
TG5/MAY 15 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	270.00
TAMELING INDUSTRIES (1844)	06/23 CK# 86798	\$422.43
102027 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	252.00
102027 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	157.93
102169 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	12.50
TASER INTERNATIONAL (1845)	06/23 CK# 86799	\$740.00
S1401899 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	740.00
THE KENNEL DECK CO (2696)	06/23 CK# 86800	\$1,272.81
36368 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	422.86
36370 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	849.95

VILLAGE OF WILLOWBROOK

RUN DATE: 06/17/15

BILLS PAID REPORT FOR JUNE, 2015

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THOMPSON ELEV. INSPECT. SERVICE (1873) 15-1725 REIMB.	06/23 CK# 86801 01-40-830-117	\$100.00 100.00
THOMSON WEST (1871) 832018605 FEES-DUES-SUBSCRIPTIONS 01-451-307	06/23 CK# 86802 01-30-630-307	\$755.44 755.44
TOM & JERRY'S SHELL SERVICES (1883) 51432 MAINTENANCE - VEHICLES 01-451-409 51434 MAINTENANCE - VEHICLES 01-451-409 51435 MAINTENANCE - VEHICLES 01-451-409 51439 MAINTENANCE - VEHICLES 01-451-409 51452 MAINTENANCE - VEHICLES 01-451-409 51457 MAINTENANCE - VEHICLES 01-451-409 51479 MAINTENANCE - VEHICLES 01-451-409 51500 MAINTENANCE - VEHICLES 01-451-409 51502 MAINTENANCE - VEHICLES 01-451-409 51533 MAINTENANCE - VEHICLES 01-451-409	06/23 CK# 86803 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409	\$1,088.02 25.45 20.40 126.05 25.45 25.45 199.39 25.49 25.45 589.44 25.45
TRAFFIC CONTROL & PROTECTIONS (2337) 83452 ROAD SIGNS 01-540-333 83461 ROAD SIGNS 01-540-333 83492 ROAD SIGNS 01-540-333	06/23 CK# 86804 01-35-755-333 01-35-755-333 01-35-755-333	\$1,294.80 610.40 623.35 61.05
UNIFIRST (1926) 0610904543 MAINTENANCE - PW BUILDING 0610907194 MAINTENANCE - PW BUILDING 0610909797 MAINTENANCE - BUILDING 01-405-228 0610909851 MAINTENANCE - PW BUILDING	06/23 CK# 86806 01-35-725-418 01-35-725-418 01-10-466-228 01-35-725-418	\$360.75 58.10 58.10 186.45 58.10
UNITED PARCEL SERVICE (1930) Y75E17245 POSTAGE & METER RENT 01-420-311	06/23 CK# 86807 01-10-455-311	\$3.82 3.82
VERIZON WIRELESS (1972) 9746589703 PHONE - TELEPHONES 01-05-410-201 9746589703 PHONE - TELEPHONES 01-420-201 9746589703 PHONE - TELEPHONES 01-451-201 9746589703 TELEPHONES 01-501-201 9746589703 TELEPHONES 01-551-201	06/23 CK# 86808 01-05-410-201 01-10-455-201 01-30-630-201 01-35-710-201 01-40-810-201	\$890.58 60.12 123.37 321.71 186.88 198.50
NICHOLAS VOLEK (2254) 15 UNFRMS UNIFORMS 01-451-345	06/23 CK# 86809 01-30-630-345	\$18.38 18.38
WEST CENTRAL MUNICIPAL CONF. (2027) 8/5/15 OUTING SCHOOLS-CONFERENCE TRAVEL 01-420-304	06/23 CK# 86810 01-10-455-304	\$500.00 500.00
THE YOGA TEACHERS' GROUP INC (2109) 5/11/15-6/17/15 SUMMER PROGRAM MATERIALS & SERVICES	06/23 CK# 86811 01-20-575-119	\$897.00 897.00
ZEP MANUFACTURING COMPANY (2115) 8001661419 MAINTENANCE - EQUIPMENT 01-520-411	06/23 CK# 86812 01-35-735-411	\$214.05 214.05
TOTAL GENERAL CORPORATE FUND		\$127,254.53

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JUNE, 2015

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ASSOCIATED TECHNICAL SERV. LTD. (126)	06/23 CK# 86731	\$863.00
26265 LEAK SURVEYS 02-430-276	02-50-430-276	863.00
CHRISTOPHER B. BURKE (333)	06/23 CK# 86737	\$330.00
122953 FEES - ENGINEERING 02-405-245	02-50-405-245	330.00
COMMONWEALTH EDISON (370)	06/23 CK# 86740	\$827.43
4651111049JN15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	667.01
5071072051JN15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	160.42
DELTA DENTAL PLAN OF ILLINOIS (468)	06/23 CK# 86741	\$192.70
JULY 15 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	192.70
DUPAGE WATER COMMISSION (521)	06/23 CK# 86747	\$140,354.15
10921/MAY 15 PURCHASE OF WATER 02-420-575	02-50-420-575	140,354.15
EAST JORDAN IRON WORKS, INC. (540)	06/23 CK# 86748	\$560.00
3836184 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	560.00
ILLINOIS ENVIRONMENTAL (875)	06/23 CK# 86760	\$10.00
HALIK CLASS C FEES DUES SUBSCRIPTIONS 02-401-307	02-50-401-307	10.00
ILLINOIS SECTION AWWA (150)	06/23 CK# 86763	\$42.00
200017938 SCHOOLS CONFERENCE TRAVEL 02-401-304	02-50-401-304	42.00
TAMELING GRADING (1836)	06/23 CK# 86797	\$2,029.25
TG5/MAY 15 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	629.25
TG5/MAY 15 LANDSCAPE - OTHER 02-430-299	02-50-430-299	1,400.00
TAMELING INDUSTRIES (1844)	06/23 CK# 86798	\$794.94
102027 DISTRIBUTION SYSTEM REPLACEMENT 02-440-694	02-50-440-694	794.94
VERIZON WIRELESS (1972)	06/23 CK# 86808	\$186.88
9746589703 PHONE - TELEPHONES 02-401-201	02-50-401-201	186.88
TOTAL WATER FUND		\$146,190.35

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JUNE, 2015

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TREASURER STATE OF ILLINOIS (874)	06/23 CK# 86805	\$1,318.62
108472 83&MARIN STREET MAINTENANCE CONTRACT 04-430-684	04-56-430-684	1,318.62
TOTAL MOTOR FUEL TAX FUND		\$1,318.62

VILLAGE OF WILLOWBROOK

RUN DATE: 06/17/15

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SSA ONE BOND & INTEREST FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MB FINANCIAL BANK (2155)	06/23 CK# 86768	\$93,657.50
7/1/15 PYMNT BOND INTEREST EXPENSE 06-60-550-402	06-60-550-402	93,657.50
TOTAL SSA ONE BOND & INTEREST FUND		\$93,657.50

VILLAGE OF WILLOWBROOK

RUN DATE: 06/17/15

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	06/23 CK# 86737	\$639.00
122740 WATER TANNK REPAIRS	09-65-440-604	639.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$639.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JUNE, 2015

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SUMMARY ALL FUNDS

RUN TIME: 05:06PM

BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	127,254.53 *
02-110-105	WATER FUND-CHECKING 0010330283	146,190.35 *
04-110-105	MOTOR FUEL TAX FUND-CHECKING 0010330283	1,318.62 *
06-110-105	SSA ONE BOND & INTEREST FUND-CHECKING	93,657.50 *
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	639.00 *
TOTAL ALL FUNDS		369,060.00 **

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION ACKNOWLEDGING REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AS THEY PERTAIN TO THE MAINTENANCE OF VILLAGE OWNED UTILITIES LOCATED WITHIN STATE RIGHTS-OF-WAYS.

AGENDA NO.

5e

AGENDA DATE: 6/22/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TA.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

Every two years, the Village is requested to adopt a resolution acknowledging requirements of the Illinois Department of Transportation (IDOT) as they pertain to the maintenance of Village owned utilities (e.g., water mains, storm sewers, street lights, etc.) located within state owned rights-of-ways.

Typically, IDOT requires that a surety bond is submitted along with each permit application received to perform work upon a state right-of-way. However, for municipal work, a resolution is acceptable in lieu of a surety bond. The resolution will be applicable for a two-year period.

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

The attached resolution was drafted by staff and reviewed and approved by the Village Attorney. Once adopted by the Village Board, a signed and certified copy will be forwarded to IDOT.

ACTION PROPOSED:

Adopt Resolution.



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Resolution for Construction on State Highway

June 4, 2015

The Honorable Frank A. Trilla
Village President
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527



Dear Village President Trilla:

Chapter 605 ILCS 5/4-208 and 5/9-113 of the Illinois Revised Statutes requires that any person, firm or corporation desiring to do work on State maintained right of way must first obtain a written permit from the Illinois Department of Transportation. This includes any emergency work on broken water mains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with State specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years, as appropriate, the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847) 705-4612.

Village President Trilla
June 4, 2015
Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions that you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

If you have any questions or need additional information, please contact the undersigned, at (847) 705-4131.

Very truly yours,

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Thomas G. Gallenbach, P.E.
Traffic Permits Engineer

RESOLUTION NO. 15-R-_____

A RESOLUTION ACKNOWLEDGING REQUIREMENTS OF THE
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AS THEY
PERTAIN TO THE MAINTENANCE OF VILLAGE OWNED UTILITIES
LOCATED WITHIN STATE RIGHTS-OF-WAYS.

Whereas, the Village of Willowbrook, hereinafter referred to as MUNICIPALITY, located in the County of DuPage, State of Illinois, desires to undertake, in the years 2015 and 2016, the location, construction, operation and maintenance of watermains, storm sewers, streetlights, sidewalks, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as DEPARTMENT, and,

Whereas, an individual working permit must be obtained from the DEPARTMENT prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

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

FIRST: The MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the DEPARTMENT, and to hold the State of Illinois harmless during the performance of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

ADOPTED and APPROVED this 22nd day of June, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

June 1, 2015

Blanco, Theresa
7627 Arlene Ave
Willowbrook Il 60527

Re: Account No. 111625.005
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$204.04. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Brown, Annie L.
320 W 79th St
Willowbrook Il 60527

Re: Account No. 110050.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$160.20. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Cheong, Tim
7609 Arlene Ave
Willowbrook Il 60527

Re: Account No. 112380.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$165.47. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Clayton, Mark
101 W 75th Street
Willowbrook Il 60527

Re: Account No. 111470.006
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$303.02. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Crespo, Marilu
332 Sheridan Dr # 1d
Willowbrook Il 60527

Re: Account No. 110850.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$265.20. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Healy, Marion
332 Sheridan Dr #1c
Willowbrook Il 60527

Re: Account No. 110860.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$189.59. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Koller, Neringa
7724 Cherry Tree Ln
Willowbrook Il 60527

Re: Account No. 110545.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$261.42. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Kozla, Cindy
326 Sheridan Dr #2d
Willowbrook Il 60527

Re: Account No. 110825.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$221.69. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Mac Donnell, Anthony
7607 Virginia Ct
Willowbrook Il 60527

Re: Account No. 111670.003
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$139.54. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Mazzei, Diane
7544 Clarendon Hills Rd #1f
Willowbrook Il 60527

Re: Account No. 110965.003
Delinquent Water Bill

Dear Sir or Madam,

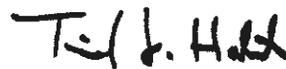
Please be advised that your water bill is now delinquent in the amount of \$115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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 June 22, 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.

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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

June 1, 2015

Modzelewski, James
261 Snug Harbor Dr
Willowbrook Il 60527

Re: Account No. 112515.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$99.57. 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 June 22, 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.

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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

June 1, 2015

Raceala, John
6322 Breton Lakes Dr
Willowbrook Il 60527

Re: Account No. 152930.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$289.68. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Robles, Reynaldo
7613 Arlene Ave
Willowbrook Il 60527

Re: Account No. 112695.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$446.22. 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 June 22, 2015, will result in the immediate termination of your water service.

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

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,



Timothy J. Halik
Director of Municipal Services

TJH:vs

June 1, 2015

Slayton, Kent
7623 Clarendon Hills Rd
Willowbrook Il 60527

Re: Account No. 111105.000
Delinquent Water Bill

Dear Sir or Madam,

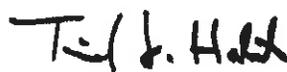
Please be advised that your water bill is now delinquent in the amount of \$613.42. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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 June 22, 2015, will result in the immediate termination of your water service.

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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

June 1, 2015

Villarreal, Bernardino
7730 Blackberry Ln
Willowbrook Il 60527

Re: Account No. 110385.001
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$115.35. 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 June 22, 2015, will result in the immediate termination of your water service.

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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

June 1, 2015

Willowbrook Inn
255 SHELLEY RD
Elk Grove Village IL 60007

Re: Account No. 410295
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$3167.04. 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 June 22, 2015, will result in the immediate termination of your water service.

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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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION ACCEPTING A PROPOSAL FOR PROJECT MANAGEMENT SERVICES RELATING TO THE COMPLETION OF THE POLICE BUILDING RENOVATION PROJECT, 7760 QUINCY STREET – INTEGRATED PROJECT MANAGEMENT COMPANY, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE PROPOSAL, DISCLOSURE AGREEMENT, AND RECRUITING RESTRAINT AGREEMENT

AGENDA NO.

7

AGENDA DATE: 6/22/15

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 BY COMMITTEE: YES NO N/A

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

Due to certain construction related issues that were encountered during the completion of the Village Hall renovation project, Williams Architects has recommended that the Village consider utilizing a different construction delivery method for completion of the police station renovation project. In order to gain a better understanding of the options available, and determine which method would be best suited for the Village, contact was made with a representative of Integrated Project Management (IPM), Inc., Burr Ridge. IPM provides professional project management services and is the firm that was used by the Village of Burr Ridge during the construction of their police facility. Mayor Trilla, Trustee Mistele, and Administrator Halik met with IPM representatives on June 1, 2015 to review and further discuss the completion of our police station renovation project. After consideration, it is recommended that the services provided by IPM be used in the completion of our project.

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

IPM was asked to provide a proposal outlining the scope of services to be provided. Given the size and complexity of this project, IPM recommends the project management approach be divided into the following phases (as detailed on page 3 and 5 of the proposal):

- Phase 1 – Define Contracting Method
- Phase 2 – Detailed Design & Bid Package
- Phase 3 – Competitive Contractor Selection
- Phase 4 – Facility Demolition Renovation and Personnel Relocation (additional expense)

IPM's fee to provide project management services covering Phases 1 through 3 is \$68,250. If the Village also desired IPM to provide construction oversight services during demolition and construction, a separate proposal will be submitted near the completion of Phase 3.

ACTION PROPOSED:

Adopt the attached resolution accepting the proposal and associated agreements from IPM.

RESOLUTION NO. 15-R-_____

A RESOLUTION ACCEPTING A PROPOSAL FOR PROJECT MANAGEMENT SERVICES RELATING TO THE COMPLETION OF THE POLICE BUILDING RENOVATION PROJECT, 7760 QUINCY STREET – INTEGRATED PROJECT MANAGEMENT COMPANY, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE PROPOSAL, DISCLOSURE AGREEMENT, AND RECRUITING RESTRAINT AGREEMENT

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk are hereby authorized and directed to accept the proposal, from Integrated Project Management, Inc., in substantially the same form as attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to provide professional project management services relating to the completion of the police building renovation project located at 7760 Quincy Street. Further, the Mayor and Village Clerk are authorized and directed to execute the Proposal, Bilateral Confidential Disclosure Agreement, and Reciprocal Recruiting Restraint Agreement associated with the scope of services provided.

ADOPTED and APPROVED this 22nd day of June, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAY: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

POLICE FACILITY RENOVATION PROJECT

IPM Proposal #4843

PROPOSAL



June 11, 2015

THE LEADER IN PROFESSIONAL PROJECT MANAGEMENT SERVICES



TABLE OF CONTENTS

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SCOPE OF SERVICES 6
TERMS AND CONDITIONS..... 10
ACCEPTANCE 12

ATTACHMENTS

- BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT**
- RECIPROCAL RECRUITING RESTRAINT AGREEMENT**
- TRAVEL POLICY**



200 S. FRONTAGE ROAD, SUITE 220
BURR RIDGE, IL 60527
630.789.8600

EXECUTIVE SUMMARY

The Village of Willowbrook (Willowbrook) is executing a multi-year capital development plan intended to modernize existing facilities and create additional workspace for administrative and police operations. In 2014, Willowbrook completed the first major project in the plan by renovating an existing building and relocating associated staff from a multi-use building into the newly renovated building. Willowbrook management is pleased with the new administrative facility, although the renovation project experienced unexpected cost overruns and schedule delays.

Willowbrook management is now preparing for the next major project in their capital development plan. This project involves renovating an existing building that is currently occupied by the police department to modernize the facility and create additional space for the currently overcrowded police operations. Willowbrook has contracted Williams Architects (Williams) for facility design services and a conceptual design is already complete. Before Willowbrook and Williams proceed to detailed design activities, they want to implement measures to minimize the risks of cost overruns and schedule delays similar to those experienced with the preceding administrative building renovation. One measure being considered is an alternative to the Design-Bid-Build contracting process utilized for the preceding project that might minimize risks or shift them to the selected contractor. As such, Willowbrook contacted Integrated Project Management Company, Inc. (IPM) to serve as a third-party representative to provide project management services that will maintain focus on the project's scope, schedule, budget, and quality goals.

For a project of this size and complexity, IPM recommends the project management approach be divided into the following phases:

- **Phase 1 – Define Contracting Method:** Define the contracting method to be applied for the project in collaboration with Willowbrook and Williams' project team members.
- **Phase 2 – Detailed Design and Bid Package:** Confirm detailed police facility requirements are defined. Additionally, ensure that the design and specifications reflect requirements and are prepared pursuant to a defined schedule and budget.
- **Phase 3 – Competitive Contractor Selection:** Create a comprehensive and objective competitive selection process for qualified demolition and renovation contractors, execute the process to select the contractors, and work with Willowbrook to negotiate and execute contracts with the selected contractors.
- **Phase 4 – Facility Demolition, Renovation and Personnel Relocation:** Serve as Willowbrook's representative, interfacing with the contractors and Williams during police facility demolition, renovation, and personnel and equipment relocation activities. Ensure progress is in accordance to the defined scope, schedule, and budget, and address issues and deviations.

This document represents IPM's proposal to serve as Willowbrook's representative for phases 1–3 of the Police Facility Renovation Project, with the goal of ensuring the project's scope, schedule, budget, and quality goals are defined and achieved. IPM estimates the cost of its services will not exceed \$68,250. This price is based on the services of a lead IPM Project Management Consultant, supported by other IPM resources as necessary, to ensure service effectiveness and quality. IPM will discuss the necessity of its services during demolition, renovation, and personnel relocation near the completion of phase 3 and, if appropriate, will submit a corresponding proposal.

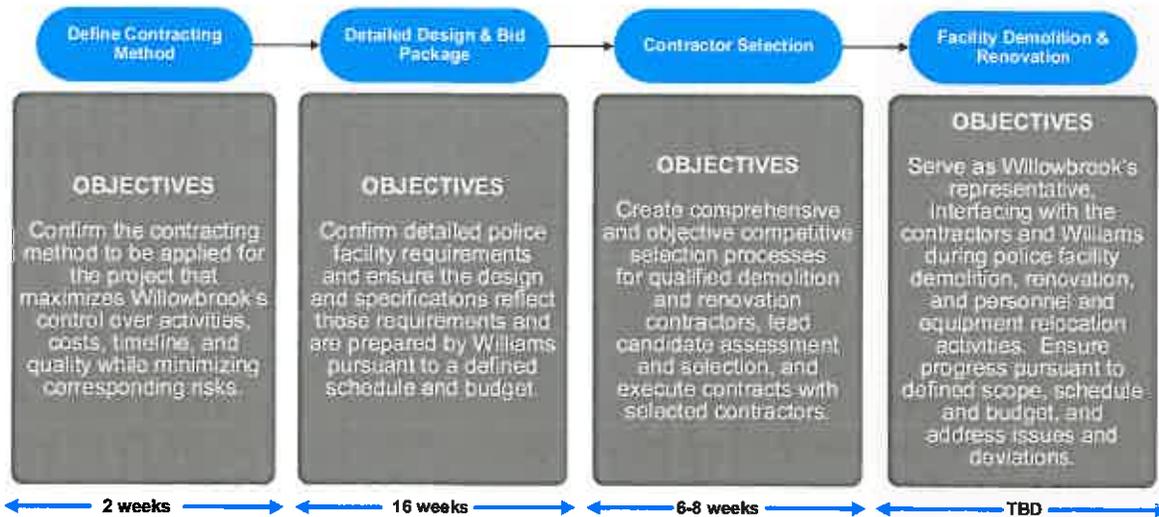
WHY IPM?

IPM is uniquely qualified to provide project management services to the Village of Willowbrook for the Police Facility Renovation Project. Since its inception in 1988, IPM has helped many clients improve their project management capabilities and has successfully managed over 3,500 projects for more than 300 clients spanning multiple industries and client objectives. Through these experiences, IPM has learned that process, discipline, and leadership are the key ingredients for successful project management. Below are some of IPM's unique qualifications:

- **Project Management Excellence:** IPM is committed to our core competency – project planning and execution. We are focused to the project management profession and continuous refinement of our methods and tools.
- **Expertise Leading Capital Projects:** IPM has extensive experience applying its project management expertise to successfully lead capital projects for a wide variety of clients and industries, including municipal construction projects. These experiences equip IPM with the unique knowledge and skills necessary to manage complex capital projects.
- **Third-Party Objectivity:** The impartiality brought by an experienced IPM Project Management Consultant will introduce new and valuable perspectives to the project team. These perspectives, unencumbered by internal biases, will help identify the risks and pitfalls inherent in complex project implementation.
- **Extraordinary Resources:** IPM recruits, trains, and continuously develops project leaders who possess strong interpersonal skills to complement solid business and technical acumen. IPM invests significantly in training and development, typically averaging more hours/year/employee than most Fortune 500 companies. IPM also supports Project Management Professional (PMP) certification through the Project Management Institute (PMI) and the majority of our resources are PMP certified.
- **Culture-centric Approach:** IPM's objective is to provide solutions that continue to deliver value well into the future. This focus to sustainability requires more than understanding the technical and business requirements of any project. It requires a thorough understanding of the value, philosophies, and cultural "markers" that define an organizations "DNA." IPM's goal is to understand both the enablers and inhibitors of performance and facilitate a transformational project management approach that is positive, impactful, and sustaining.
- **Values Put into Practice:** IPM is committed to operating within the construct of *Our Fundamental Values*. These include Honesty, Integrity, Responsibility, Excellence, Caring, Humility, Respect, and Spirituality. Spirituality serves as the foundational component of all others. The performance of our staff is measured not only against the critical project management skill elements, but also against intrinsic character elements. Attracting and retaining outstanding employees allows IPM to consistently deliver superior results to our clients. IPM has been named a Top Small Workplace by the Great Place to Work Institute® for five consecutive years, and a Principal® 10 Best Company for employee financial security. IPM has been the recipient of the American Business Ethics Award by the Foundation for Financial Services Professionals for high standards of ethical behavior as well as the prestigious Better Business Bureau International Torch Award for Marketplace Ethics. Additionally, IPM's president and CEO was recognized by DePaul University for IPM's ethics-driven philosophy and uncompromising integrity by the first annual Vincentian Award. These awards validate IPM's consistent application of its values and dedication to its Mission and Beliefs.

METHOD OF APPROACH

Given the size and complexity of this project, combined with the potential for unexpected issues during demolition and renovation, IPM recommends the project management approach be divided into the following phases in order to provide greater control and to mitigate risks:



- Phase 1 – Define Contracting Method:** Define the contracting method to be applied for the project, in collaboration with Willowbrook and Williams' project team members that will maximize Willowbrook's control of project scope, costs, timeline and quality, while also minimizing risks to these project elements. Leverage lessons learned from the recent Administrative building project.
- Phase 2 – Detailed Design and Bid Package:** Confirm detailed police facility requirements are defined, and ensure the design and specifications reflect requirements and are prepared pursuant to a defined schedule and budget. Consider ways to control costs and reduce the risk of late-project changes.
- Phase 3 – Competitive Contractor Selection:** Create comprehensive and objective competitive qualification and selection processes for demolition and renovation contractor candidates, execute those processes to select the contractors, and work with Willowbrook to execute contracts with selected contractors.
- Phase 4 – Facility Demolition and Renovation:** Serve as Willowbrook's representative, interfacing with the contractors and Williams during police facility demolition, renovation, and personnel and equipment relocation activities. Ensure progress pursuant to defined scope, schedule and budget, and address issues and deviations. Note that IPM services for this phase are not included in this proposal. IPM will discuss the necessity of its services during demolition and construction near the completion of Phase 3, and if appropriate, will submit a corresponding proposal for its services.

SCOPE OF SERVICES

Objectives (IPM Phases 1 – 3)

IPM will serve as Willowbrook's representative to ensure that the requirements for the police facility renovation are clearly defined, that the detailed design reflects requirements, and that it is delivered on time and within budget. Additionally, IPM will ensure that the demolition and construction contractors are selected pursuant to the objective competitive selection processes.

Requirements (IPM Phases 1 – 3)

The following summarizes IPM's proposed requirements through selection and contracting of demolition and renovation contractors.

Role Initiation

- Obtain and review pertinent project background information. Also, interview IPM's sponsor and other key stakeholders, as appropriate, to advance IPM's integration onto the project team. Information of interest may include, but not be limited to, the following:
 - Background information about the project, including objectives/expectations, business drivers, status, progress completed to date, risks, and issues.
 - Police facility renovation design basis, objectives, requirements, and the resulting conceptual design completed to date.
 - Success criteria and other expectations.
 - Project team member roles and responsibilities, team structure, interdependencies, competing priorities, and potential resource deficiencies.
 - Other information considered important for integration into the project manager role.
- Integrate with the project team. Meet team members from Willowbrook and Williams, gain a firsthand understanding of project status, team structure, stakeholders, team dynamics, planned activities, timelines, expectations, issues, constraints, and more.

Phase 1 – Define Contracting Method

- In collaboration with appropriate Willowbrook and Williams representatives, determine the contracting method that will be employed for the demolition and renovation contracts.
 - Select a method that maximizes Willowbrook's control over project scope, costs, timeline, and quality while minimizing corresponding risks.
 - Conduct a lessons learned exercise from the administrative facility renovation project that was completed in 2014 and develop strategies to avoid or mitigate risks associated with them.

Phase 2 – Detailed Design and Bid Package

- Review existing facility design requirements to ensure that they satisfy the police department's operational needs. Collaborate with the Willowbrook and Williams team members and appropriate stakeholders to refine the requirements, if necessary.

- Ensure that Williams creates a schedule for developing the detailed design and bid package to identify major activities and milestones with corresponding durations and completion dates. The schedule should have sufficient granularity to conduct progress tracking and reporting.
- Attend and participate in design review meetings which will be scheduled and facilitated by Williams.
- Review design and specification documents provided between, or in preparation for, the design review meetings. Provide value engineering and recommendations, and champion good scope definition and management practices to control costs and reduce the risk of late-project changes.
- Review demolition and renovation budget estimates provided by Williams. Pressure test for reasonability and project completeness, and identify areas or methods for cost reduction or cost control.
- Attend Village Board Meetings, as required, to support Willowbrook and Williams in project presentations and discussions.

Phase 3 – Competitive Contractor Selection

- In collaboration with Willowbrook and Williams, identify separate lists of potential contractors for both facility demolition and renovation pursuant to governmental procurement requirements.
- Create Request for Qualifications (RFQ) packages for both demolition and renovation contractors. The RFQ packages will contain information and instructions necessary to qualify candidate suitability for demolition and renovation efforts.
- Distribute the RFQs to interested contractors.
- Compile RFQ responses and facilitate a review process to identify candidate firms that meet qualification requirements and will be requested to submit proposals for demolition or construction services.
- Interface with interested contractors as needed during the RFQ process, including but not limited to responding to questions and notifying candidates who do not meet qualification requirements.
- Create Request for Proposals (RFP) packages for both demolition and renovation contractors. The RFP packages will contain information and instructions necessary for recipients to prepare and submit proposals that the project team can objectively review and compare against competing firms.
- Define a proposal analysis process with scoring criteria. Define key analysis criteria and conduct a Weighted Average Value Analysis (WAVA) based on key value drivers for Willowbrook.
- Solicit vendor proposals for both demolition and renovation activities utilizing the RFP.
- Participate in pre-bid meeting(s) that will be scheduled and facilitated by Williams.
- Ensure written communications of clarifications and responses to questions are distributed to candidate contractors.
- Conduct interviews with contractor candidates to further assess their suitability for the demolition and renovation projects.

- Lead the effort to review, rate, and compare vendor proposals pursuant to the designed proposal analysis process. Develop a bid summary document and facilitate the evaluation of bids utilizing the structured analysis process. Facilitate meetings/discussions necessary to reach agreement on the selection of demolition and renovation contractors.
- Summarize contractor recommendations as necessary to meet Willowbrook's communication and approval processes. Attend a Village Board Meeting to present the total project cost estimate to the necessary Willowbrook administration.
- Work with Willowbrook to negotiate and execute contracts with selected contractors.

Phase 4 - Facility Demolition, Renovation, and Personnel Relocation

If both Willowbrook and IPM agree there will be a continued benefit from IPM's support during police facility demolition, renovation, and relocation activities, then IPM will prepare a proposal for this phase. If IPM's services are not required for demolition and renovation activities, then project management responsibilities will be effectively transitioned to another resource as designated by Willowbrook.

Assumptions

- This proposal is focused on the activities and deliverables required to complete the detailed police facility renovation design and select contractors for facility demolition and renovation. Project management services associated with on-site facility demolition and renovation are not included in this proposal.
- For cost estimating purposes, IPM has assumed that Williams' timeline for creating the detailed design and bid package will be 4 months and the timeline for contractor selection will be 6-8 weeks. These timelines are based on information provided by Willowbrook during the June 1, 2015 meeting with IPM. Deviations from these estimated timelines may be cause for a contract change order.
- Williams will lead all activities required to create the detailed design, including communication, planning, and meeting facilitation.
- Acquiring the necessary building permits will be the sole responsibility of the Village of Willowbrook.
- Police facility renovation requirements have been defined by Willowbrook and Williams and a conceptual design has been prepared. As part of the detailed design efforts, IPM will work with the Willowbrook and Williams teams to confirm the completeness of the requirements with the understanding that some refinements may be necessary.
- Appropriate stakeholder participation and cooperation with IPM is critical to the timely completion of project activities and the efficient use of IPM's resources. Delays to critical project activities or decisions due to the project team's or third-party vendor's personnel schedules, proceedings, or other items beyond the control of IPM that may require additional project management hours beyond the allotment governed by this proposal. As such, a Change Order may be necessary.
- Mr. Tim Halik will serve as Willowbrook's representative and IPM's primary contact person (Sponsor) for the engagement. Additionally, once a decision has been made to use IPM's services, IPM's role will be formally communicated to all program stakeholders at the onset of involvement.

- IPM will have access to project-related information, as required to support this engagement in the most efficient manner. Willowbrook also grants authority to IPM to reproduce or recreate documents supplied to IPM, if required to efficiently support this project.
- Willowbrook has established a priority for executing this engagement and will allocate internal resources in support of this initiative accordingly.
- IPM cannot confirm the accuracy of any existing program milestones until an integrated implementation schedule is reviewed and/or completed.
- IPM will establish a lead Project Management Consultant and other resources and leadership to ensure successful completion or support specific aspects of this project. Willowbrook will be notified of additional IPM resources supporting the engagement.

TERMS AND CONDITIONS

Notes:

1. **Professional Conduct:** In order to maximize the benefits and synergy of the relationship between Willowbrook and IPM, it is imperative that the relationship be established and maintained through mutual trust, cooperation, and respect. To this end, the parties will strive to conduct business and every interaction with the underlying goal of producing measurable value in an honest and ethical manner. Disputes may arise through the course of conducting business. However, these disputes will be resolved most expeditiously and productively when intentions are understood and in harmony with the objective of the relationship. Our approach will be one of collaboration that emphasizes selfless teamwork and the pursuit of results through high performance.
2. **Schedule and Fees:** IPM estimates the cost of its services for the Village of Willowbrook Police Facility Renovation Project to be \$68,250. This price is based on the services of a lead IPM Project Management Consultant, who is supported by other IPM resources as necessary to ensure service effectiveness and quality, at a labor rate of \$195 per hour and an estimated 350 total hours distributed over the estimated 26-week proposal period. IPM will bill Willowbrook on a time and materials basis. Note that under this time and materials contract, IPM will only bill for the actual hours worked and expenses incurred for this engagement.
3. **Travel:** The majority of IPM's day-to-day program activities will be performed at Willowbrook's headquarters or IPM's Burr Ridge, IL offices. Travel expenses are not anticipated for this effort and therefore have not been included in the cost estimate. If travel-related expenses for IPM resources are incurred, they will be billed in accordance with the attached Travel Policy.
4. **Program Start:** IPM will work with the program sponsor upon approval of this Proposal to identify a mutually agreeable start date.
5. **Change Order:** IPM will only bill for the hours required to complete program requirements. However, if the resource requirement assumptions prove insufficient based on Willowbrook's needs, IPM will discuss the circumstances surrounding these needs with Mr. Halik prior to initiating any additional work. If it is jointly determined that additional work is justified, IPM will adjust the estimate, as appropriate, and issue a Change Order to this Proposal.
6. **Workplace Location and Accommodations:** The majority of IPM's day-to-day program activities will be performed at either Willowbrook's headquarters or IPM's Burr Ridge, IL offices. IPM will work with Willowbrook to establish the most efficient workplace. Willowbrook will also provide IPM with access to its facilities, including an appropriate work space, meeting rooms, and equipment as necessary to support this program.
7. **Software:** As a default, IPM will prepare program documentation using Microsoft® Office Suite software, including Microsoft® Project. If Willowbrook requests that IPM use other software, it will bear the cost of any software purchases and associated licenses required for the IPM resources working on the program.
8. **Copyrights:** The method of Approach, Program Description, Requirements, and Assumptions presented herein has been developed by IPM exclusively for the purpose of obtaining business with Willowbrook. Willowbrook's use or disclosure of any IPM Intellectual Property to third parties without the written consent of IPM is in violation of this agreement and, if applicable, state and federal copyright laws.

Integrated Project Management Company, Inc.

Copyright 2015

9. Performance Feedback: Willowbrook will be requested to complete an IPM Performance Evaluation survey at the conclusion of this engagement.
10. Confidentiality and Recruiting Restraint: Willowbrook will be required to complete a mutually agreeable Bilateral Confidential Disclosure Agreement and Reciprocal Recruiting Restraint Agreement (or other forms as mutually agreed upon) as a condition of acceptance of IPM's services.
11. Client Follow-up Required: A Purchase Order will be provided by the Client Representative authorizing this work and communicated to IPM within two (2) weeks of program initiation.
12. Nature of Engagement: IPM is engaged by Willowbrook as an independent contractor. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, subsidiary, or formal business organization of any kind. Neither IPM nor Willowbrook have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
13. Payment Terms: Due net thirty (30) business days upon receipt of invoice. A 1.5% monthly late payment charge shall be applied to delinquent invoices. Billing will occur every two (2) weeks for hours and expenses incurred.
14. Notices: Notices given under this Proposal: (a) must be in writing addressed to the intended recipient at the address or e-mail address last notified by the intended recipient to the sender; (b) must be signed by a person duly authorized by the sender; and (c) will be taken to be served when delivered, received or left at the intended recipient's address or e-mail address, but if delivery or receipt occurs on a day which business is not generally carried on in the place to which the notice is sent, or later than 5 P.M. on that date at that place, it will be taken to have been served at the commencement of business on the next day on which business is generally carried on in that place.
15. Limitation of Liability: NOTWITHSTANDING ANYTHING ELSE HEREIN, EXCEPT FOR (I) ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) BREACHES OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, ALL MAXIMUM LIABILITY OF IPM FOR ALL MATTERS RELATED TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE VILLAGE OF WILLOWBROOK TO IPM UNDER THE PROPOSAL WHICH IS THE SOURCE OF THE LIABILITY.
16. Termination: Either party may terminate this contract for any material breach by the other party if such breach is not cured within seven (7) days after notice. Willowbrook may terminate this agreement for convenience upon providing thirty (30) days' written notice or equivalent compensation of \$10,500. IPM will be compensated for all hours and reimbursable program expenses incurred prior to the notice being given. Conversely, IPM may cease its program support upon thirty (30) days' written notice.
17. Proposal Expiration: This proposal is valid for thirty (30) days.

ACCEPTANCE

Accepted and Agreed to:

Integrated Project Management Company, Inc. Village of Willowbrook

By: Andy Myslicki
(Name)

By: _____
(Name)


(Signature)

(Signature)

Title: Operations Director

Title: _____

Date: June 11, 2015

Date: _____



Bilateral Confidential Disclosure Agreement

This "Agreement" is effective this 11th day of June, 2015 ("Effective Date"), by and between Integrated Project Management Company, Inc. ("IPM"), located at 200 S. Frontage Road, Suite 220, Burr Ridge, IL 60527 (including its affiliates) and The Village of Willowbrook, with its principal offices located at 835 Midway Drive, Willowbrook, IL 60527 (including its affiliates), together the "Parties."

Each party may be allowed to access the other party's proprietary information, technical data, trade secrets or know-how, including but not limited to, research, product plans, products, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, distribution, and financial figures (the "Information") through the course of conducting business. In view of the confidential and proprietary nature of Information and to provide a basis to allow the parties access to that Information, and in consideration of the mutual promises set forth in this Agreement, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

Agreement

1. The parties may disclose the Information, in writing, electronically, or orally, or by drawings or inspection of documents or other tangible property.
2. Each party agrees that for a period of ten (10) years from the date of disclosures received, that party will treat the Information with reasonable care to avoid disclosure of the Information to any person (natural or otherwise). Except as otherwise provided for herein, or by applicable law, the parties shall be generally liable for unauthorized disclosure or failure to exercise such reasonable care but will not be so restricted with respect to any Information which:
 - a. Is in the public domain at the time of disclosure;
 - b. After disclosure, becomes part of the public domain, except through breach of this Agreement;
 - c. The party can establish by competent proof was in its possession at the time of disclosure by the other party;
 - d. Comes from third parties who are not under an obligation to the parties to maintain the confidentiality of that Information;
 - e. Is independently developed by employees of the parties without use of the Information, as shown by competent proof; or
 - f. Is approved for release by written authorization of the parties.
3. If the parties are required by applicable law, administrative, or judicial order to disclose Information, each shall give the other prompt notice of such fact so that the party may attempt to obtain a protective order or other appropriate remedy with respect to any such disclosure. Each party shall fully cooperate with the other in connection with the efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure, each party will make such disclosure only to the extent that such disclosure is legally required.
4. Acceptance of the Information by the parties gives each the rights and obligations to use the Information only for the purpose in accordance with this Agreement and does not give the parties any sort of license, use, or any other rights in the Information.
5. The parties' internal dissemination of the Information is limited to those employees whose duties justify the need to know such Information. The parties will make all necessary efforts to require its employees who have been given access to and who shall receive disclosures of the Information to maintain the strictest secrecy under the terms and conditions of this Agreement.
6. If any third party makes any unauthorized use of the Information under this Agreement, the parties shall cooperate in taking reasonable steps to protect the Information from further unauthorized dissemination or use.
7. Upon request, the parties will promptly return to the other all Information received from the other, which is in tangible form. IPM shall have the right to retain one copy of such Information in its legal archives for the purpose of determining its legal obligations hereunder.

- 8. Each party represents and warrants that it is permitted to enter into and perform the obligations contemplated by this Agreement and that this Agreement and its terms and obligations are not inconsistent with or in violation of any term or provision of any agreement, document, or instrument to which each party is a party or is bound.
- 9. No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege will preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver will be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- 10. The parties shall not assign their rights and obligations under this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect.
- 11. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. This Agreement may be modified only by written agreement signed by the parties.
- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of laws principles.

This Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

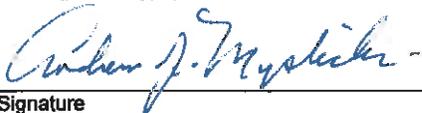
Integrated Project Management Company, Inc.

The Village of Willowbrook

Andy Myslicki

Name (print or type)

Name (print or type)



Signature

Signature

Operations Director

Title

Title

June 11, 2015

Date

Date



Reciprocal Recruiting Restraint Agreement

Integrated Project Management Company, Inc. (IPM) is committed to developing and maintaining long lasting relationships with it clients by consistently delivering high quality services with uncompromising honesty and integrity. To accomplish this, IPM expends exhaustive efforts to recruit, train, continually develop, and retain top performers. Fewer than 1% of all applicants receive employment offers from IPM. As a professional services company, the Company's reputation and future is directly dependent upon our ability to retain and deploy our greatest competitive advantage and most valued assets, our employees. Therefore, in the spirit of partnership, a genuine interest in the success and sustainability of our respective businesses, and a responsibility to advance professional ethics and conduct, Integrated Project Management Company, Inc., hereinafter referred to as "IPM", and The Village of Willowbrook, hereinafter referred to as "Willowbrook," understand and accept the terms and conditions set forth in this Reciprocal Recruiting Restraint Agreement (hereinafter referred to as the "Agreement"). This Agreement is intended to protect IPM's and Willowbrook's legitimate business interests, work volume, special skills developed and/or maintained, and the interest and investment in each company's employees. This Agreement is not intended to limit IPM's or Willowbrook's ability to recruit candidates in the open market but to discourage IPM and Willowbrook from pursuing the other company's employees or using the other company as a personnel recruiting service. This Agreement is enforceable during the term of the engagement (defined as the period during which IPM is providing services to Willowbrook) and extends for a period of two calendar years beyond the end of said engagement.

In consideration of the professional services offered by IPM and paid for by Willowbrook, Willowbrook and IPM agree not to initiate or to pursue, through direct efforts or through a third party, hiring any of the other company's personnel as direct employees, nor will IPM or Willowbrook participate in activities designed to effect the transfer of any IPM or Willowbrook employees to an alternate party who is directly or indirectly in competition with IPM or Willowbrook and who may or may not be providing a similar service to IPM or Willowbrook. Similarly, IPM's employees are contractually restricted from pursuing, directly or through third parties, employment with IPM's clients while an employee of IPM and for an extended period thereafter.

Either company's delay or failure to exercise any right or pursue any remedy will not impair such right or remedy or be construed as a waiver to the Agreement.

This Agreement is to be considered part of every contract between Willowbrook and IPM.

If any provision of the Agreement is held invalid beyond appeal, such provision shall be deemed modified to eliminate the invalid element and then deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

I understand and accept the terms and conditions presented herein.

Integrated Project Management Company, Inc.

The Village of Willowbrook

Andy Myslicki

Authorized Representative (type or print)

Authorized Representative (type or print)


Signature

Signature

Operations Director

Title

Title

June 11, 2015

Date

Date



**Travel Policy Fee Structure
Effective through December 31, 2015**

- For travel in excess of 60 miles from the IPM office
 - Travel Time
 - For hours from home or office to destination \$90.00/hour

 - Transportation
 - By company vehicle IRS Standard Rate Per Mile
 - By rail, plane, rental car, cab, limo, etc. Actual Cost

 - Note: For flights in excess of six (6) hours, air travel will be by Business Class.*

 - Living Expenses
 - Overnight lodging Actual Cost
 - Meals and sundries IRS Standard Per Diem Rates Based on Destination

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT – LANDSCAPE MAINTENANCE SERVICES – FALCO’S LANDSCAPING, INC., ADDISON	AGENDA NO. 8 AGENDA DATE: <u>6/22/15</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"/> <u>on April 13, 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 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. Two (2) bids were received prior to the deadline – one (1) from our current vendor, Falco’s Landscaping, in the amount of \$71,000 and one (1) from a new vendor in the amount of \$59,221.

At the regular meeting of the Village Board held on April 13, 2015, the contract was awarded to the new vendor that submitted the low bid. The new contract commenced on May 1, 2015. Throughout the month of May, public works staff experienced problems in managing the contract to ensure work was completed. The new vendor was not providing enough manpower and equipment to complete the contract work as required. Later in the month, the Village began receiving complaints from residents, businesses and athletic organizations that use our parks of tall grass and weeds and the lack of mowing and landscape maintenance. As the problems continued, it became clear that the vendor had defaulted on the requirements of the contract. This matter was discussed with Mayor Trilla and Attorney Bastian, and the contract was terminated on June 1, 2015. Since that time, we have used the previous vendor; Falco’s Landscaping, to perform the contract work on a monthly basis.

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

Staff would recommend that the remainder of the contract period to awarded to our former landscape maintenance contractor, Falco’s Landscaping. Although the contract price is \$11,779 higher, staff is pleased with the quality of work they perform and we know they can commit the required personnel and equipment to meet the contract requirements.

The FY 2014/15 Budget includes the following funding for this program:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2015/16 BUDGET</u>
Pub. Serv.	01-35-755-281	Rt. 83 Beautification	\$48,000
Parks & Rec.	01-20-570-281	Contracted Maintenance	\$25,132

ACTION PROPOSED:

Adopt the attached resolution

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - FALCO'S LANDSCAPING, INC., ADDISON

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a certain contract, Falco's Landscaping, Inc., for the 2015-2016 Landscape Maintenance Contract in an amount not to exceed \$71,000.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22nd day of June, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

SPECIFICATIONS AND CONTRACT DOCUMENTS
for
LANDSCAPE MAINTENANCE SERVICES FOR PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527

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

CONTRACT PERIOD:	MAY 1, 2015 – APRIL 30, 2016	
ACCOUNT NUMBER:	_____	
BID DEPOSIT: <i>(Certified Check, Bank Cashier's Check or Bid Bond)</i>	5% of Bid Amount	<i>(See Page 4)</i>
PERFORMANCE BOND(S) REQUIRED:	Yes	<i>(See Page 4)</i>
DRAWINGS:	None	
BID OPENING – DATE/TIME/LOCATION:	10:00 AM CST April 7, 2015 WILLOWBROOK VILLAGE HALL 835 Midway Drive Willowbrook, Illinois 60527	

Issued by: Administration Department
Village of Willowbrook, Illinois
835 Midway Drive
Willowbrook, Illinois 60527
(630) 323-8215

Timothy J. Halik
Village Administrator

Carrie Dittman
Interim Director of Finance

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 835 Midway Drive, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: **Landscape Maintenance Services for Parks, Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:00 AM CST April 7, 2015**

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

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

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

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

FALCO'S LANDSCAPING INC.
4 N 151 5TH AVE.
ADDISON, ILL. 60101

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

C. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids. However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

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

I. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within forty-five (45) days, or within sixty (60) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

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

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

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

T. TERMINATION OF CONTRACT

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
 - a) If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS (“Insurance Section”)

1. The successful Bidder **shall not commence work** under the contract until all insurance required herein and such insurance has been approved by both the Village of Willowbrook and the County of DuPage.
2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>	
Commercial (Comprehensive) General Liability <table border="1"><tr><td><ol style="list-style-type: none">1. Comprehensive Form2. Premises Operations3. Explosion & Collapse Hazard4. Underground Hazard5. Products/Completed Operations Hazard6. Contractual Liability Coverage Included7. Broad Form Property Damage</td></tr></table>	<ol style="list-style-type: none">1. Comprehensive Form2. Premises Operations3. Explosion & Collapse Hazard4. Underground Hazard5. Products/Completed Operations Hazard6. Contractual Liability Coverage Included7. Broad Form Property Damage	Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage.
<ol style="list-style-type: none">1. Comprehensive Form2. Premises Operations3. Explosion & Collapse Hazard4. Underground Hazard5. Products/Completed Operations Hazard6. Contractual Liability Coverage Included7. Broad Form Property Damage		
Worker's Compensation Insurance	In the statutory amounts	
Employer's Liability Insurance	In an amount not less than one million dollars (\$1,000,000) each accident/injury and one million dollars (\$1,000,000) each employee/disease.	
Commercial (Comprehensive) Automobile Liability Insurance	With minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).	

The coverage limits required for **Commercial (Comprehensive) General Liability** and **Commercial (Comprehensive) Automobile Liability Insurance** may be satisfied through a combination of primary and excess coverage. No work is allowed to commence until all of the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractors; insurance including endorsements shall be provided prior to the

commencement of any work. In addition, DuPage County shall be named as a third-party beneficiary of the insurance requirements provided for in this insurance section.

The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. If the insurance required is satisfied through a combination of primary and excess coverage, said excess/umbrella liability policy shall include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. A copy of said section of the excess/umbrella liability policy shall be provided upon request by the Village and/or County of DuPage.

The Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance shall name the Village, the County of DuPage, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The Village of Willowbrook, the County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the contractor's performance under this contract. The Endorsements must also be provided naming both the Village and County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

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

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

W. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department
835 Midway Drive
Willowbrook, Illinois 60527

COUNTY OF DuPAGE ("The County")

Attention: DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

1. POLICY INFORMATION.

- A. Insurance Company PEKIN INSURANCE COMPANY
- B. Policy Number CL0188336-00694675-CU28979-WC0006615
- C. Policy Term: (From) 06-14-2014 (To) 06-14-2015
- D. Endorsement Effective Date _____
- E. Named Insured FALCO'S LANDSCAPING INC.
- F. Address of Named Insured 4 N 151 STH AVE. ADDISON, ILL. 60101
- G. Limit of Liability Any One Occurrence/
Aggregate \$ _____
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish both the Village and the County of DuPage with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

3. POLICY AMENDMENTS

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

A. INSURED.

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

B. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)
The insurance afforded by the policy shall be primary insurance as respects the Village, County of DuPage, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village or DuPage County, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. SEVERABILITY OF INTEREST.

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

D. SUBCONTRACTORS. (ALL COVERAGES)

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

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

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

F. CANCELLATION NOTICE. (ALL COVERAGES)

The insurance coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. Such notice shall be addressed as shown in the heading of the endorsement.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYER'S LIABILITY)

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

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage, and licensed to do business in the State of Illinois.

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

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

Signature of: _____

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

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

X. INDEMNITY HOLD HARMLESS PROVISION

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

WILL COMPLETE
IS REQUEST IF
ALCO'S LANDSCAPING INC.
GETS AWARD THIS
BID PROPOSAL
F.R.

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT "A"

Name of Insurer: PEKIN INSURANCE COMPANY
Name of Insured: FALCO'S LANDSCAPING INC.
Policy Number: PLEASE SEE ATTACHE CERTIFICATE OF INSURANCE
Policy Period: _____
Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

[EXHIBIT A IRMA - Section 4:06, Page 13]

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

FALCO'S LANDSCAPING INC., as part of its bid on a
(Name of Contractor)

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

By: Falconeri Rosar
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 7th day of
APRIL, 20 15.

MY COMMISSION EXPIRES:

10/31/16

[Signature]
NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this 07 day of APRIL 2015, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, FALCO'S LANDSCAPING INC. agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

FALCO'S LANDSCAPING INC.

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

=====
IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

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

B. LOCATION OF UTILITIES

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

C. TRAFFIC CONTROL AND PROTECTION

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

D. EXAMINATION OF SITE

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

E. ADDITIONAL WORK

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

F. PREVAILING WAGES

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

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

The Village shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to

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

M. GUARANTEE

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

N. PAYMENT

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

O. ACCEPTANCE

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

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

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

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

B. MEETING BEFORE WORK BEGINS

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

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

D. PREVAILING WAGES

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

E. SUBLETTING CONTRACT

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

F. DEFAULT

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

G. SAFETY

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

H. WORKMANSHIP

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

I. PENALTY FOR NON-COMPLETION

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

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

- failing to complete work in a manner or sequence as required;
- damaging landscaping (i.e. debarking plants by running into them with equipment);
- failure of the contractor to be accessible to the Village or respond to requests to complete work;
- improperly applying mulch;
- not completing and/or maintaining the removal of weeds; and
- failing to clean-up garbage or debris.

J. SUPERVISION AND TRAINING

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

K. WORKING HOURS

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

L. TRESPASS ON LAND

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

M. COSTS

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

N. TRAFFIC CONTROL

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

O. PROTECTION OF EXISTING FACILITIES

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

P. ACCESSIBILITY OF CONTRACTOR

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village.

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

Q. REFERENCES

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

R. BILLING & PAYMENT

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

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2015 to and including April 30, 2016. At the sole discretion of the Village, this contract may be extended for an additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

The entire site will be inspected and cleared of all trash, debris, glass, rocks, etc. before mowing begins. Mowing over paper, cups, cans and other litter shall not be accepted. Should this occur the Contractor shall immediately pick-up and properly dispose of all debris.

U. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking.

V. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean up and restoration and/or reimbursement for any damages that may occur.

W. FINAL APPEARANCE

Mowing patterns shall be such that the clippings and mulch are evenly distributed, not wind rowed into noticeable deposits. Grass clippings will not be allowed to accumulate on hard surface areas, sidewalks or roadways and must be removed by the Contractor in an appropriate manner. If windrows are present, raking and properly disposing of the material by the Contractor must remove the clippings. The Contractor shall immediately pick up any debris that is mowed over.

Y. ADDITIONS OR DELETIONS

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

Z. OPTIONAL WORK

At the Village's option, the Contractor may be asked to provide additional lawn mowing in the event that such services become necessary. The cost of such service will be provided on a per acre basis as stated on the proposal page.

AA. REPORT OF WORK PERFORMED AND SCHEDULED

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the weekly progress that has been performed by the Contractor during the previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

BB. MOWING AND TRIMMING OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Lawn mowing equipment must be mulching type, and the die shoots must be blocked or, if not mulching, a bag must be used. Mowing should be done so as to spread clippings evenly over the area. Otherwise grass clippings should be removed. Each mowing area should be completed in one day.

This mowing rotation schedule can be adjusted to a less frequent mowing schedule with the approval of the Director of Municipal Services during those times of the season when heat and/or lack of rain would cause weekly mowing to stress the grass.

From the last week in August until the final mowing of the season, mowing at the Community Park shall be done on either Thursdays or Fridays, to coincide with prevalent events at the park, as so advised by the Superintendent of Parks & Recreation

Mowing equipment shall be set at 2 ½" at all times. Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

The Director of Municipal Services, or his designee, shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

1. Village Parks

A. To be mowed at least one (1) time each week

Grass should be mowed as provided in these specifications with the additional specification for game fields at Borse Memorial Community Park (defined as the softball fields and soccer field with an approximate area of 6.18 acres). Those game fields should be cut to a height of 2" when fields are in use (April through October),

but taking care during times of extreme heat and/or lack of rain. It should be noted that this entire area is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Estimated acreage areas included for mowing and trimming are as follows:

<u>PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4

<u>PARKS (continued)</u>	<u>ACRES</u>
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Rogers Farm Rd.)

Total: 39.2 acres

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

A. To be mowed and trimmed at least one (1) time each week:

1. DuPage County right-of-ways (Grand Total: 23.6 acres):

63rd Street (Total: 4.42 acres):

North Side: From Western to Madison	2.23 ac.
South Side: From Western to Madison	1.99 ac.
Median: From IL Route 83 to 550 feet E. of IL Route 83:	.20 ac.

75th Street (Total: 8.51 acres):

North Side: From W. of Sheridan Drive to IL Route 83:	2.61 ac.
South Side: From W. of Sheridan Drive to IL Route 83:	3.50 ac.
Median: From W. of Sheridan Drive to IL Route 83:	2.40 ac.

Madison Street (Total: 7.44 acres):

West Side: From 63 rd Street to Joliet Road:	3.61 ac.
East Side: From 63 rd Street to Joliet Road:	3.83 ac.

Plainfield Road (Total: 3.23 acres):

South Side: From IL Route 83 to Garfield Avenue:	1.59 ac.
North Side: From IL Route 83 to Garfield Avenue:	1.64 ac.

2. State of Illinois right-of-ways (Grand Total: 24.67 acres)

Illinois Route 83 (Kingery Hwy.):

Median areas and road side right-of-way from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive: 24.67 acres

3. Specified Facilities (Grand Total: 3.87 acres)

Public Works site:
700/710 Willowbrook Cntr. Pkwy. Approx. 3.37 acres

Village Municipal Complex:
Village Hall, 835 Midway Drive
Police Station, 7760 Quincy Street
Community Resource Center, 825 Midway Drive
Approx. 0.5 acres

B. To be mowed and trimmed at least one (1) time in each two week period:

73rd Court & Quincy Street in a southerly direction for approximately 500 feet on the east side of Quincy, and from 73rd Court and Quincy in an easterly direction on the north and south right of way for 600 feet a total of .50 acres.

72nd Street east of Route 83 within northern right of way for 612 feet. The mowing width will incorporate from the curb and gutter to three feet north of the sidewalk.

79th Street – southern right of way from Eleanor to Route 83; northern right of way from Sawmill Creek west 1,000 feet; southern right of way from Sawmill Creek west 400 feet (adjacent to guardrail)

75th Street & Clarendon Hills Road – eastern right of way of Clarendon Hills Rd. south of 75th Street (area is 150' x 25'); western right of way Clarendon Hills Rd. south of 75th St (area is 150' x 25')

61st Street & Bentley Ave. – 650 feet east from Bentley Ave. on 61st St.; northern right of way and 150 feet north from 61st eastern right of way.

59th Street & Clarendon Hills Road – 75 feet north from 59th St on Clarendon Hills Rd. western right of way; 75 feet west from Clarendon Hills Rd northern right of way 59th St; 75 feet south from Clarendon Hills Rd. western right of way of Clarendon Hill Rd; 75 feet west from Clarendon Hills Rd. on 59th St. southern right of way of 59th St.

59th Street & Western Ave. - 100 feet east from Western Ave on 59th St. southern right of way; 75 feet south from 59th St. on Western Ave. in the eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

Executive Drive & Quincy – 500 feet north from Executive Drive on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd on the northern right of way of Frontage Rd.

Quincy & Frontage (Joliet Road) 150 feet north of Joliet Road on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd. on the northern right of way of Frontage Rd.

Sawmill Creek – this creek bed tributary consists of a dry creek bed beginning at 75th Place and terminating at 79th St. shall be completed once every two (2) weeks or as directed by the Director of Municipal Services or his designee. The creek bed is approximately twenty feet (20) wide by 2,600 feet long. The creek bed will require weed whip maintenance.

Garfield Road –West Right-of Way from Plainfield Rd to Rodgers Farm Rd. = 1,770 x 10’

79th Street – North Right-of Way -- addresses 228 and 234 = 400’ x 20’

73rd Court - North Right-of Way of 73rd Ct. -- 920’ x 15’. South Right-of-Way of 73rd Court – 600’ x 15’

65th Street - North Right-of Way of 65th St -- addresses 364-368-372 = 320’ x 15’

Adams Street – Right-of Way at 7052 Adams St and 7263 Adams St. = 700’ x 15’

General Trimming

Trimming will be done along with the mowing and will be accomplished with suitable mechanical equipment, at the same cutting height as the rest of the area and before that specific site is to be considered completed. This work is incidental to and included with the weekly mowing. It shall be the responsibility of the contractor to restore any mulch rings that are disturbed during mowing and/or trimming. Mowing and trimming shall be done as to spread clippings over the entire area. All grass must be neatly mowed and trimmed around and along all concrete, screenings paths and asphalt paths, playground surfaces, building structures, signs, shrub beds, tree rings, fence lines and backstops. Trees, shrubs and other plants must not be “debarked” by running into them with mowing or trimming equipment. All grass clippings from mowing and/or trimming which fall anywhere but on the grass (curb, gutter, parking lot, sidewalk, etc.) shall be swept up and removed. If the grass clippings fall into clumps or piles onto the mowed lawn, the piles shall be raked up and removed.

Median & Right-of-Way Trimming at Concrete Area and Curbs

Grasses and weeds at concrete median areas and in front of curbs (i.e., the flag of the curb – between the curb and pavement) and at joints shall be removed in their entirety. This can be accomplished by manual weeding or by trimming with suitable mechanical equipment. This work is incidental to and included with the weekly mowing.

CC. AERATION OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Aeration shall be performed once in the fall and shall be scheduled with the Director of Municipal Services or his designee, at least one week prior to work being done. Aeration shall be done using a mechanical core aerator with hollow tines that produce cores (soil debris). Aeration shall not be done when the soil is dry or very wet (saturated with water). It shall be done only when there is

optimum moisture in the soil to produce good penetration. Penetration of the soil shall be a minimum of three inches.

<u>1. PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park #	8.3
Midway Park	2.1
Creekside Park (all grass areas except sides of basin)	4.0
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park (all grass areas except sides of basin)	3.0
Farmingdale Terrace Park	3.0
Willow Pond	1.5
Prairie Trail Park (all grass areas except sides of pond)	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Roger's Farm Rd.)

Total: 34.80 acres

- Note that the Community Park softball and football fields are equipped with an underground sprinkler system. Care must be used to prevent damage to the sprinkler system. The Contractor shall be responsible for all costs incurred related to repairing any damage to the underground sprinkler system from or caused by the Contractor's operations. Also note that at the Community Park the area east of the creek is not included in the aeration schedule.

2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Village Hall	0.5 acres
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DD. PLANTING BED MAINTENANCE

All planting beds must be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds. Dirt, rocks and grass found in plant beds shall be removed the same day and failure to do so will be deemed as substandard work. Spring clean up includes removing debris and cutting back dead shrub plant materials in beds, perennial beds, tilling, cultivating and additional mulch shall be completed by May 15. ***Planting beds must remain weed free at all times throughout the contract season.*** Regular weeding and cultivating shall be carried out along with the lawn mowing cycle. Manual weed pulling will be necessary in most cases. Plant materials in plant beds are to be trimmed and thinned including shrubs and trees of dead material and pruned throughout the contract, in addition to trimming any overgrowth of plant materials.

As part of this contract, one (1) fertilizer/weed control application shall be made to all shrubs in planting beds included in this schedule. Application shall take place between May 15 and May 30, but after the spring clean up. Contractor shall water shrubs to dissolve the fertilizer application, in the event sufficient rain is not experienced. Apply at an application of 25-2-15 product at 5 lbs. nutrients per 1000 square feet of land area. Product to be used is Arthur Clesen Inc. or approved equal and is to be a granular material. Contractor shall provide the name of the material on the bid proposal form. The Contractor shall periodically

inspect plant material in the planting beds for insect and disease damage. Recommendations should be brought to the attention of the Director of Municipal Services. Treatments will be made on an hourly rate as specified on the bid proposal form. The product must be pre-approved by the Director of Municipal Services. Mulch/Compost shall be added or removed at the Village's request. Labor shall be provided at the contractor's expense and there will be no additional charges to the Village for adding and tilling mulch. Mulch and/or compost will be provided by the Village and delivered on site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at minimum of three times in May, July, and September. All mulch beds shall be tilled and mulch added, if needed, no later than May 30 of each year of the contract.

<u>1. PARKS</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Community Park	2	130
Midway Park	1	10
Creekside Park	1	10
Lake Hinsdale Park	3	44
Ridgemoor Park	2	36
Waterford Park	2	33
Farmingdale Terrace Park	5	100
Willow Pond	2	40
Prairie Trail Park (south entrance sign bed only)	1	8
Roger's Glen Park	1	6
Total	20	417

2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

EE. REQUIREMENTS FOR ALTERNATE BIDS

1. Additional Mowing

Specifications for any additional mowing selected by the Village shall be the same as those specifications for the contracted mowing.

2. Additional Aeration

Specifications for any additional aeration selected by the Village shall be the same as those specifications for the contracted aeration.

3. Tree Ring Maintenance

Tree rings trees that are selected by the Village shall be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds and mulch rings. Dirt and grass found in the tree rings shall be removed the same day by the Contractor.

4. Tree Fertilization

Trees that are selected by the Village for fertilization. Contractor specify product and method of Fertilization in the bid form

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2015 through April 30, 2016.

Mowing and Trimming

- A. Parks (Section III-BB-1) \$ 25,480.00

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2) \$ 33,761.00

Aeration

- A. Parks (Section III-CC-1) \$ 3,500.00

- B. Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2) \$ 1,500.00

Planting Bed Maintenance

- A. Parks (Section III- DD-1) \$ 3,759.00

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2) \$ 3,000.00

TOTAL -- Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD) \$ 71,000.00

Alternate #1 - Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - Per Tree Unit Price \$ 50.00

Alternate #2 - Additional Mowing – Per Acre/ Per Occurrence Unit Price \$ 650.00

Alternate #3 - Tree Fertilization - Per Tree Unit Price - Parks, Roadside Rights of Way, Medians and Other Facilities \$ 75.00

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 20015/16 contract period will not increase more than 5 % for the 2016/17 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2016 and concluding April 30, 2017.

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

Company: FALCO'S LANDSCAPING INC.

Address: 4 N 151 5TH AVE

ADDISON. ILL. 60101

Telephone No. 630 458-0994 Fax No. 630 458-0996

Signature: Falconeri

Name and Title: (Please Print) FALCO ROSAS PRESIDENT

Date: _____

Subscribed and sworn before me this 7th day of APRIL, 2015

MY COMMISSION EXPIRES: 10/31/16

[Signature]
NOTARY PUBLIC



REFERENCES

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

Company Name: VILLAGE OF ITASCA
Address: 550 W. IRVING PARK RD. ITASCA, ILL. 60143
Phone # / Fax #: (630) 805-2895
Contact Person: MR. DAVE SLOAN
Dates of Service (from - to): 2001 - 2014

Company Name: VILLAGE OF WILLOWBROOK
Address: 835 MIDWAY DR. WILLOWBROOK, ILL. 60527-5549
Phone # / Fax #: (630) 920-2261
Contact Person: MR. TIMOTHY J. HALIK
Dates of Service (from - to): _____

Company Name: ALMA MANAGEMENT COMPANY
Address: 890 E. HIGGINS RD. SUITE 154 SCHWANBORG, ILL. 60173
Phone # / Fax #: (847) 517-4400
Contact Person: MRS. ANDREA SOGIANI or Mr. JOE SOGIANI
Dates of Service (from - to): 2002 - 2014

Company Name: HINSDALE POINT CONDO. ASSOC.
Address: 26 KINGERY QUARTER, HINSDALE, ILL. 60527
Phone # / Fax #: (630) 655-4417
Contact Person: MRS. JANICE SUBASIC
Dates of Service (from - to): 2004 - 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2015

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

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

PRODUCER	Hometowne Insurance Services, Inc. 155 Chicago Rd. Oswego IL 60543	CONTACT NAME:	Tim Leverich		
		PHONE (A/C, No, Ext):	630-554-4040	FAX (A/C, No): 630-554-4646	
		E-MAIL ADDRESS:	tim@hometowneinsurance.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Pekin Insurance Company		24228	
INSURED	FALCO'S LANDSCAPING INC 4N151 5TH AVE ADDISON IL 60101-2201	INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CL0188336	06/14/2014	06/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	00P694675	06/14/2014	06/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CU28979	06/14/2014	06/14/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC0006615	06/14/2014	06/14/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Willowbrook, its employees and officers as Additional Insureds

CERTIFICATE HOLDER Village of Willowbrook Administration Department 7760 Quincy Street Willowbrook IL 60527	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN EMPLOYEE RETIREMENT AND RELEASE AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, JOHN SKIBA, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGENDA NO. 9

AGENDA DATE: 6/22/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TeHdld

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TeHdld

REVIEWED BY COMMITTEE: YES NO N/A

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

Due to certain circumstances, it is determined to be in the best interests of the Village to enter into a Retirement and Release Agreement between John Skiba and the Illinois Fraternal Order of Police (FOP) Labor Council.

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

The Agreement has been drafted by the Village Labor Council and has been executed by both John Skiba and the FOP.

ACTION PROPOSED:

Adopt the attached resolution authorizing the Mayor and Village Clerk to sign the Agreement.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
AN EMPLOYEE RETIREMENT AND RELEASE AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK, JOHN SKIBA, AND THE ILLINOIS FRATERNAL
ORDER OF POLICE LABOR COUNCIL

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into a Retirement and Release Agreement with JOHN SKIBA and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, all in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to execute and the Village Clerk is hereby directed to attest to the Agreement appended hereto as Exhibit "A".

ADOPTED AND APPROVED on this 22nd day of June, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT

This EMPLOYMENT RETIREMENT AND RELEASE AGREEMENT (this "Agreement") is made this 22ND day of June, 2015, by and between the VILLAGE OF WILLOWBROOK, ILLINOIS, a municipal corporation (hereinafter referred to as the "Village"), JOHN SKIBA (hereinafter referred to as the "Employee"), and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Union").

WHEREAS, the Employee will retire from his position of employment as a police officer in good standing, effective August 13, 2015 (the "Retirement Date"); and

WHEREAS, the Village has agreed to pay to the Employee certain compensation to which the Employee would otherwise not be entitled, in exchange for the Employee's promises contained herein; and

WHEREAS, the Village and the Employee now desire to mutually set forth the terms of the Employee's retirement from employment with the Village; and

WHEREAS, the Village, Employee and Union desire to acknowledge that the provisions of this Agreement are unique to the circumstances confronted by the Employee, and that such terms of this Agreement shall not be deemed as setting a precedent for any future claims for similar terms to be made available to other members of the bargaining unit represented by the Union.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises set forth herein, the Village, Employee and Union hereby agree as follows:

1. Retirement from Employment. Employee hereby voluntarily retires from his employment with the Village as a police officer, effective August 13, 2015 ("Retirement Date"). On June 24, 2015, the Employee shall be placed on paid administrative leave, until the Retirement Date. During such paid administrative leave, the Employee will be completely relieved of all obligations and authority to perform services on behalf of the Village.

The Employee acknowledges that he will remove all of his personal property from the Village premises as of June 24, 2015. The Employee agrees to return all of the Village's property, keys, identification badge(s), etc., that he has in his possession or under his control.

2. Employment Retirement Pay and Benefits. The Village agrees to pay severance pay to the Employee in the gross amount of \$163,550.89 ("Severance Pay"), which Severance Pay represents the value of all Employee benefits accrued up to and including August 12, 2015, as well as salary, longevity pay, and vacation and sick leave (paid at 50%) that would have accrued to the Employee between August 13, 2015 and August 12, 2016, and other benefits that may have accrued to the Employee during such time period. Such Severance Pay shall be subject to all regular withholdings and deductions and shall be payable to the Employee commencing on the first regular payroll date following the Retirement Date.

The Employee may be entitled to elect to continue group health insurance coverage upon the Employee's retirement from the Village's payroll, pursuant to the terms of 215 ILCS 5/367g. (Illinois Insurance Code), for which the Employee would be responsible to pay the continued group health insurance premiums. In addition, if eligible, the Employee may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months following Employee's retirement. The Employee shall be required to pay 102% of the COBRA insurance premiums so long as the Employee is eligible for such coverage, according to COBRA and its attendant regulations. All other employment benefits shall cease on the Retirement Date, subject to the Village's obligation to pay the Employee the Severance Pay described hereinabove, a portion of which is attributable to potential employment benefits that would have accrued to the Employee, but for his Retirement Date.

3. Valid Consideration. The Employee and the Village acknowledge that certain of the Village's payments and undertakings herein (in particular, that portion of the Severance Pay representing future earnings and benefits) are not required by the Village's policies or procedures or any contractual obligation and are offered by the Village solely as consideration for this Agreement. Other than the Severance Pay set forth in paragraph 2 above, the Employee acknowledges that he is not entitled to any additional compensation from the Village.

4. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the Severance Pay to be paid to the Employee, as provided in paragraph 2 hereinabove, the Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Village and all of its employees, partners, insurers, reinsurers, agents, subagents, and representatives (past or present), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which the Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date at this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the Village and the Employee that this be a full, complete and general release of the Employee's rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

5. General Release. In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, the Employee does hereby remise, release, acquit, satisfy, and forever discharge the Village and all of its employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents subagents and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which the Employee ever had, now has, or which any personal representative, successor, heir or assign of the Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of the Employee's employment with the Village. It is the intent of the Village and the Employee that this be a full, complete and general release. It is also the intent of the Village, the Employee and the Union that this Agreement releases all claims and grievances of the Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of

1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; the Public Employee Disability Act (5 ILCS 345/1 *et seq.*); the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*); or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or municipal government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; and any claims which might be asserted in any way related to Employee's employment.

6. Additional Representation. Employee hereby warrants and represents that the Employee presently is not, nor has the Employee ever been enrolled in Medicare Part A or Part B or applied for such benefits, and that the Employee has no pending claim for Social Security Disability benefits nor is Employee appealing or re-filing for Social Security Disability benefits. The Employee further warrants and represents that the Employee did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement (specifically excluding the WC claims). The Employee also warrants and represents that Medicare has not made any payments to or on behalf of the Employee, nor has the Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs. The Employee agrees to indemnify and hold the Village and the Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of the Employee, and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Village by the Employee. The Employee agrees to hold harmless the Village and the Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) the Employee may sustain as a result of this Retirement Agreement.

7. References. The Village agrees to advise any prospective employer of the Employee that the Employee retired in good standing on August 13, 2015.

8. Time to Review and Attorney Consultation. The Employee agrees and acknowledges that the Village has advised him to consult with an attorney regarding this Agreement prior to signing below. The Employee acknowledges that the Employee has been tendered this Agreement on June 17, 2015, and that the Employee has twenty-one (21) days after such date to execute the Agreement and deliver a copy to the Village (although Employee may choose to sign and deliver the Agreement sooner).

9. Revocation. The Employee agrees and understands that he may revoke this Agreement within seven (7) days after he signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which he signs below. If the Employee wishes to revoke the Agreement, he should deliver written revocation to the Village Administrator. The Village Administrator must actually receive it within the seven (7) days after the Employee signs this Agreement. If the Employee does not revoke it, this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires (the "Effective Date").

10. Covenant Not to Sue and Recourse for Employee Breach. The Employee promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Agreement. If the Employee breaches the Employee's promise and files or participates in a legal proceeding based on any such released claim, the Village's obligation to pay the amount referred to in Section 2 above shall terminate immediately, and the Employee will (i) repay to Village any Severance Pay paid to the Employee as referred to in Section 2 above, pursuant to this Agreement; (ii) pay for all costs incurred by the Village, including reasonable attorneys' fees, in defending against the Employee's claim; and (iii) pay all other damages awarded by a court of competent jurisdiction.

The Employee further understands that nothing in this release generally prevents the Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Employment Retirement and Release Agreement Employee acknowledges that the Employee is waiving the Employee's right to individual relief based on claims asserted in such a charge or complaint.

11. Union's Acknowledgment. The Union hereby acknowledges that the Severance Pay to be paid to the Employee pursuant to this Agreement is based upon circumstances unique to the Employee, and that this Agreement shall not be relied upon, referenced or cited in any future claim by the Union or any member of the bargaining unit represented by the Union in the Village of Willowbrook.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT A LAWYER.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Retirement and Release Agreement the day and year first above written.

EMPLOYEE:

VILLAGE OF WILLOWBROOK, ILLINOIS

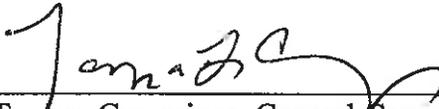


JOHN SKIBA

By: _____
Frank A. Trilla, Mayor

Attest: _____
Leroy Hansen, Village Clerk

UNION:
ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: 

Tamara Cummings, General Counsel

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, MAY 5, 2015, AT THE VILLAGE POLICE STATION BUILDING, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

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

ABSENT: Commissioner Rene Schuurman and, at time of Roll Call, Commissioner Carol Lazarski.

Also present was Village Administrator Tim Halik and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – MARCH 3, 2015

The Commission reviewed the March 3, 2015 minutes.

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

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

MOTION DECLARED CARRIED

4. REPORT – EVENT UPDATES

a. *Easter Egg Hunt – April 4, 2015*

Interim Superintendent Fenske advised there were approximately 350 people in attendance. Several positive comments were received.

b. *“Go Green” 5K Run/Walk – April 26, 2015*

Commissioner Pionke stated that 54 people finished the 5K race and 20 children participated in the children’s run. Commissioner Pionke advised that the vendors in attendance had positive remarks and would participate again in the future. Runners commented that they were very happy with the course. Commissioner Pionke related that

the numbers were a little lower than anticipated; however, with this being the first year of the event, the numbers were respectable.

Chairman Cobb questioned if the race date can be set for next year so that there are no conflicts with other races. Commissioner Pionke advised that if the race was moved away from Earth Day, the name would have to be changed.

Commissioner Pionke related that financial numbers have not yet been finalized.

c. *Touch-A-Truck – July 10, 2015*

Interim Superintendent Fenske stated that he has five (5) confirmed participants, including TriState Fire Protection District, Gower West School, the post office, garbage truck and Oberweis Dairy. The event will be held in the parking lot at Willow Commons Shopping Center, on the west side of Ashton Place. Interim Superintendent Fenske advised that he is waiting to hear from other agencies if they will be participating.

d. *Family Movie Night – July 17, 2015*

Interim Superintendent Fenske stated that the movie “Big Hero 6” will be shown. The event will take place in Community Park.

5. REPORT – STATUS OF WILLOW POND PARK PROJECT

Administrator Halik related that there was a bid opening on March 3, 2015. The bid was a little over budget however using funds from the SRA fund would adjust for the overage. The plans were to go before the Village Board on March 25th to award the project. On March 10th, the Village received a letter from the Illinois Department of Natural Resources (IDNR) stating that the grant has been put on hold.

Staff reached out to State Representative Patti Bellock. Representative Bellock related that she did not believe that the suspension was permanent, only that the Governor’s office was reviewing all grant applications before continuing with the funding. Administrator Halik advised that the Village is cautiously optimistic that the funds will be released.

*****NOTE: Commissioner Carol Lazarski arrived at 7:15 p.m.**

Administrator Halik stated that if the grant funds get released, the project was suppose to begin in May and completed by October. Administrator Halik offered options for the Commission. The renovations could be downscaled at this time and complete the portion of the park that has already been budgeted for. Work can be completed in two phases. Complete half of the work with Village

funds this year and then wait for the grant funds to be released and complete the second phase next year.

Another option that was discussed was to conduct a community fundraiser to raise money to complete the park in whole. Corporate sponsorship would also be included. If this option is considered, an Ad Hoc Committee would be formed.

Chairman Cobb questioned if there was a logical half way point to the project if it was decided to go with the two-phase plan. Administrator Halik advised that after speaking with Land Tech Consultants, the two most expensive components of the park project is the splash pad and the permanent restrooms, which make up approximately half of the total cost. These two components could be postponed and make up Phase Two of the project. Phase One would include the playground replacement, shelters, path lighting, landscape improvements, exercise pods, and the parking lot enhancements.

Administrator Halik stated that if no word is received by the State on the status of the grant funding by the end of May, staff will be coming back to the Commission at the June meeting with which option they would like to pursue.

Consensus of the Commission was for Administrator Halik to work with the consultant, Land Tech, and revise the plan to accommodate the \$400,000 that has been placed in the Fiscal Year 2015/16 budget and bring the revised plan to the Parks Commission meeting in June for discussion.

6. DISCUSSION – LAKE HINSDALE PARK RENOVATION

Administrator Halik reminded the Commission that the Master Plan called for Lake Hinsdale Park to be renovated into a passive park. ComEd offered a “Green Region” grant aimed at passive park improvements. The Village of Willowbrook was awarded a matching grant for \$10,000.

The existing playground equipment was donated to Kids Around the World. Since the equipment was removed, the Village began receiving complaints from residents in Lake Hinsdale Tower about the removal. Chairman Cobb reminded the Commission that during the Master Plan discussions, no residents made any comments regarding the changes to the park. Administrator Halik related that on January 29, 2015, the Lake Hinsdale Tower homeowners association had a meeting claiming that multiple residents complained about no playground equipment. Administrator Halik spoke with the property manager and advised the progression of how and why the playground equipment was removed and that no residents voiced an opinion prior to the removal. Administrator Halik advised the property manager that the issue will be looked into.

Administrator Halik contacted Tod Stanton, who had originally designed the new concept for the park for the Master Plan, to revisit the design of the park with a unique idea. Chairman Cobb related that the old equipment was never used and rusted. Administrator Halik distributed a revised concept for Lake Hinsdale Park including playground equipment. Administrator Halik

advised that the Village would still like to maintain the \$10,000 grant money. The concept of the passive recreational park will remain with the playground equipment placed in the corner.

The playground equipment that is currently located in Willow Pond park will fit into the revised plan for Lake Hinsdale park. Estimates to complete the park renovations are \$64,000. The ComEd grant and budgeted money equals \$22,000. Administrator Halik related that in 2012, the Village was awarded a grant by the State in the amount of \$60,000 to complete drainage improvements at the Knoll's Condominium complex. Preliminary engineering work was completed and it was determined that the drainage work cannot be completed. The State advised that the grant money can be transferred to another project but must be a qualifying project and within the same region of the Village. Administrator Halik stated that if the Parks Commission concurs with the approach, he will contact the State about transferring the grant to the Lake Hinsdale park project. The consensus of the Commission was to call the State about the grant and move forward with the project.

7. DISCUSSION – SUPERINTENDENT OF PARKS POSITION

Administrator Halik provided a status update of the Superintendent position. Administrator Halik advised that he has received over 20 resumes of people looking for a part time position. In the meantime, John Fenske was hired to fill in. The Village Board has a standing policy that when an employee leaves, the position is reevaluated and justified. Can the position be combined with another position or outsourced. Administrator Halik met with representatives from the Burr Ridge Park District. There are some opportunities to have Burr Ridge take care of the printed park guide. The Burr Ridge park guide comes out two times per year plus a supplement. The Burr Ridge guide is full color throughout the book. The Willowbrook guide is three times a year and only has color on the cover page. Costs are nearly similar and park registrations are the same.

Administrator Halik also stated that some programming functions could also be outsourced to Burr Ridge. Administrator Halik advised that renovations on the new park building will be taking place next summer. During the renovations, no space will be available to park programs. Burr Ridge has agreed to accommodate the Bridge club, Yoga, and Chess club. Special events and athletic events will not be affected by the renovations.

Administrator Halik related that what is unknown at this time is once the park building is renovated, will that add additional responsibilities to the Parks Superintendent that would require a full time employee.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. COMMUNICATIONS

a. Boy Scouts of America – Eagle Scout Project

Commissioner Landsman advised that she has a neighbor going for an Eagle Scout and asked if the Village had any projects. Former Parks Commissioner Ramona Weigus stated that there had been talk in the past about putting up a backboard at Waterford Park to use for tennis practice. Ms. Weigus did not know if this project would qualify for the Eagle Scout process. Administrator Halik advised that he would look into it.

Commissioners also recommended doing clean up work at several of the parks.

Administrator Halik stated that staff will do some research on what projects will qualify and bring a recommendation to the Commission at the next meeting in June.

b. Unfinished Business

None presented.

10. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 8:01 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

June 2, 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 May 11th, 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 April 13th, 2015 Public Safety Committee Meeting Minutes.
The Committee approved the April 13th, 2015 Public Safety Committee Meeting Minutes.
2. REVIEW WEEKLY PRESS RELEASES – INFORMATION.
Trustee Neal commented on the outstanding activity on the midnight shift with the arrests that were being made. She noted the times on the press releases of the arrests which were occurring. Trustee Neal was advised that Sergeant Strugala has been doing a very good job with the newer officers on her shift and the more senior officers. They are a very proactive group.
3. Reviewed the Overtime Report for 03/30/2015 – 04/26/2015 - Information.
4. Reviewed the Monthly Expenditure Report for April 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for April 2015 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
 - Detective Tim Kobler
 - Officer Robert Schaller
 - Officer John Skiba
7. DISCUSSION ITEMS
 - Review – Recent Arrest
Chief Shelton commented on a recent arrest of a subject found to be in possession of a loaded firearm. The arrest was the result of a proactive patrol on neighborhood streets during a midnight patrol shift.
 - Canine Update
The canine program will continue with a new canine and handler in September. The canine training and canine will be from Northern Michigan K-9. The training for the handler will be (4) weeks. The canine will come from Czechoslovakia and will be a German Shepherd. The total cost for the canine and training will be approximately \$12,500.00. The cost for the officer's housing will be approximately \$1,000.00 as he will stay at a hotel in the area of the training facility.
8. VISITOR'S BUSINESS*

None

9. ADJOURNMENT

The meeting was adjourned at 6:20 p.m.

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

NEXT MEETING SCHEDULED JUNE 8TH, 2015 AT 6:00 P.M.