

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, SEPTEMBER 28, 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 - September 14, 2015 (APPROVE)
 - c. Minutes - Executive Session Board Meeting - September 14, 2015
 - d. Warrants - \$299,508.92 (APPROVE)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Provide Elevator Maintenance Services, 835 Midway Drive (Village Hall) - ThyssenKrupp Elevator Corporation (ADOPT)
 - f. Resolution - A Resolution Approving and Authorizing the Mayor and Village Clerk to Execute a Contract Between the Village of Willowbrook and Robert White Construction to Remove and Replace Sections of Public Sidewalk Previously Identified as Being in a State of Disrepair (ADOPT)
 - g. Resolution - A Resolution Authorizing the Board of Police Commissioners (BOPC) to Effect the Original Appointment of a Candidate to Fill a Vacancy in the Rank of Patrol Officer Within the Police Department (ADOPT)
 - h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept A Proposal to Conduct the Fall Brush Collection Program, October 12th Through October 16th - Pessina Tree Service, LLC (ADOPT)

- i. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Accept a Proposal for the Purchase of one (1) 2016 Ford F-250 XL 4WD Regular Cab Public Works Vehicle - Willowbrook Ford, Inc. (ADOPT)
- j. Motion to Approve - Lake Hinsdale Village Water Tank Re-Coating Project: Payout #1 - Final Payment - Era Valdivia Contractors, Inc. (APPROVE)
- k. Motion to Approve - LED Streetlight Replacement Project: Payout #2 - Final Payment - Utility Dynamics Corporation (APPROVE)

NEW BUSINESS

- 6. DELINQUENT WATER BILLS
- 7. PROCLAMATION - A PROCLAMATION RECOGNIZING DEPUTY CHIEF MARK ALTOBELLA FOR 25 YEARS OF SERVICE TO THE VILLAGE OF WILLOWBROOK
- 8. MOTION - A MOTION RECOGNIZING EXEMPLARY SERVICE IN THE LINE OF DUTY AND APPROVAL OF A MERITORIOUS SERVICE AWARD - SERGEANT MICHELLE STRUGALA
- 9. MOTION - A MOTION RECOGNIZING EXEMPLARY SERVICE IN THE LINE OF DUTY AND APPROVAL OF A MERITORIOUS SERVICE AWARD - OFFICER DYLAN TRAINOR
- 10. ORDINANCE - AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION - 7523 BROOKBANK SUBDIVISION

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 14, 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: At time of Roll Call - Trustee Umberto Davi

Also present were Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Mark Shelton, Assistant to the Village Administrator Garrett Hummel, Planning Consultant JoEllen Charlton, and Administrative Intern Tiffany Kolodziej.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Administrative Intern Kolodziej to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Ms. Phyllis Martin, 501 Lake Hinsdale Drive, Willowbrook, Illinois thanked Chief Mark Shelton and the Willowbrook Police Department for the work done on the home invasion incident.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - August 24, 2015 (APPROVE)
- c. Warrants - \$224,028.23 (APPROVE)
- d. Monthly Financial Report - August 31, 2015 (APPROVE)
- e. Ordinance - An Ordinance Approving the Termination by the Village of Willowbrook of a Certain License Agreement Allowing Communication Equipment to be Maintained at the Water Tower Located at 7760 Quincy

- Street by Southwest Central Dispatch - Ordinance No. 15-O-23 (PASS)
- f. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(E) of the Village Code - Classifications: Class E License - Ordinance No. 15-O-24 (PASS)
 - g. Resolution - A Resolution Approving a Plat of Easement - 7627 Virginia Court - Resolution No. 15-R-57 (ADOPT)
 - h. Resolution - A Resolution Authorizing the Acceptance of Change Order Number 1 - Various Additions - 67th Street Water Tank Re-Coating Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Order - Resolution No. 15-R-58 (ADOPT)
 - i. Motion to Approve - 2015 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #1 - Partial Payment - K-Five Construction Corporation (APPROVE)
 - j. Plan Commission Recommendation - Approval of a Two Lot Subdivision - 7523 Brookbank Road (RECEIVE)
 - k. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October within the Village of Willowbrook (PASS)

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 Berglund 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 - AN ORDINANCE APPROVING A TEXT AMENDMENT TO ADD "RECREATIONAL USES" AS A NEW SPECIAL USE IN THE M-1 ZONING DISTRICT

Planning Consultant Charlton related that this text amendment ordinance and the special use ordinance in the following agenda item was proposed by an applicant wishing to open a baseball/softball training facility in Willowbrook. Recreational uses are not currently listed as a permitted use or special use in the M-1 zoning district. This amendment would include recreational uses as special uses within the M-1 District.

Trustee Berglund advised that she had attended the Plan Commission meetings involving this applicant and stated that this will be a good addition to the Village.

MOTION: Made by Trustee Kelly and seconded by Trustee Mistele to pass Ordinance No. 15-O-25 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE APPROVING A SPECIAL USE FOR A RECREATIONAL USE AT 7850 QUINCY STREET - WILLOWBROOK BASEBALL/SOFTBALL FACILITY

Planning Consultant Charlton advised that the applicant has experience putting these types of facilities together. The facility will use over 30,000 square feet of the building located at 7850 Quincy Street. The building will include pitching tunnels, a sports performance area, and training and educational rooms. The parking lot is sufficient in size to handle the potential parking needs.

The applicant will be relocating the front door from the front of the building to the side facing the parking lot. Additional improvements will include the removal of a dead tree and store front windows that will replace an existing loading dock door, and the enhancement of a drainage swale.

An operational condition was included in the ordinance that pertains to the handling of garbage.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 15-O-26 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE A PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES - 7760 QUINCY STREET (VILLAGE POLICE STATION BUILDING) RENOVATION PROJECT - WILLIAMS ARCHITECTS

Administrator Halik advised that Phase II of the Village Master Facilities plan includes the renovation of 7760 Quincy Street to service solely as the Village police station. The plan is to start in the fall on the interior demolition and to break ground in the spring on the sally port addition and site work.

The Village received a proposal from Williams Architects which provides for basic architectural services, preparation of documents for the public bidding, meeting attendance, construction administration and interior design services.

The overall architectural fee for this project is \$175,000. The Municipal Services Committee reviewed the contract and recommends the acceptance of the contract.

Administrator Halik acknowledged the efforts of Mayor Trilla, Trustee Mistele, and Attorney Bastian in finalizing the contract.

Trustee Berglund asked when the Board will lose the use of the Council Chambers. Administrator Halik related probably in November. Administrator Halik advised that arrangements have been finalized with the Village of Burr Ridge to utilize their police department's training room to serve as temporary Council Chambers.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 15-R-59 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly related that during the Public Safety Meeting prior to tonight's Board meeting, the Committee reviewed numerous emails and letters that were received by residents of

Willowbrook and other communities positively commenting on the work being done by the Willowbrook Police Department.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino stated that he had been approached by a citizen related to the victim of the home invasion. The citizen advised that they would like the victim to be honored by the Board in some form.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen reminded the Board that this week is the Illinois Municipal Conference in Chicago.

12. ADMINISTRATOR'S REPORT

Administrator Halik wished to point out that the payout for the Motor Fuel Tax Roadway Maintenance Program that was approved in the Omnibus Vote was originally valued at \$212,000. After the project was completed, the actual payout was \$182,000. The \$30,000 savings included less material needing to be used in the project.

13. MAYOR'S REPORT

Mayor Trilla related that Trustee Davi is being honored by the West Central Municipal Conference at their next meeting for his being appointed as President of the Illinois State Bar Association.

Mayor Trilla also thanked Chief Shelton, the Willowbrook Police Department and the outside agencies that assisted in the home invasion incident.

***NOTE: Trustee Davi arrived at 7:00 p.m.

14. 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 Neal and seconded by Trustee Kelly to adjourn into Executive Session at the hour of 7:00 p.m.

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

MOTION DECLARED CARRIED

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi, to adjourn the Regular Meeting at the hour of 7:24 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

September 28, 2015.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

September 28, 2015

GENERAL CORPORATE FUND	-----	\$95,288.64
WATER FUND	-----	184,520.91
WATER CAPITAL IMPROVEMENT FUND	-----	14,337.29
L.A.F.E.R. FUND	-----	5,362.08
TOTAL WARRANTS	-----	\$299,508.92



Carrie Dittman, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 09/24/15

BILLS PAID REPORT FOR SEPTEMBER, 2015

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFFY TAPPLE COMPANY (40)	09/29 CK# 87329	\$296.00
2015 APPLES FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	296.00
AFLAC (46)	09/29 CK# 87330	\$2,190.16
D7088/SEP 15 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	412.60
D7088/SEP 15 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,777.56
AHMAD GHOLEH (1862)	09/29 CK# 87331	\$100.00
2841500015495 RED LIGHT FINES 01-310-503	01-310-503	100.00
AIRGAS USA LLLC (2600)	09/29 CK# 87332	\$62.32
9929962015 EQUIPMENT RENTAL 01-535-290	01-35-750-290	62.32
AMERICAN FIRST AID SERVICE INC (77)	09/29 CK# 87333	\$59.05
27407 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	36.20
27408 OPERATING EQUIPMENT 01-451-401	01-30-630-401	22.85
AMERICAN POLICE VETERANS/BADGEART (2721)	09/29 CK# 87334	\$76.95
100 UNIFORMS 01-451-345	01-30-630-345	76.95
AMERICAN TRAFFIC SOLUTIONS (2300)	09/29 CK# 87338	\$1,000.50
20234/AUG 15 RED LIGHT - MISC FEE	01-30-630-249	1,000.50
ERIC BABCZAK (2656)	09/29 CK# 87339	\$137.41
UNIFORMS 2015 UNIFORMS 01-451-345	01-30-630-345	137.41
BENITO'S LANDSCAPING (2720)	09/29 CK# 87340	\$3,170.00
15-3724 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	3,170.00
BURR RIDGE PARK DISTRICT (244)	09/29 CK# 87341	\$88.00
YOGA/D TANG FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	88.00
CALL ONE INC (289)	09/29 CK# 87342	\$3,597.43
10109812 AUG 15 PHONE - TELEPHONES 01-420-201	01-10-455-201	928.01
10109812 AUG 15 PHONE - TELEPHONES 01-451-201	01-30-630-201	846.04
10109812 SEP15 PHONE - TELEPHONES	01-10-455-201	954.93
10109812 SEP15 PHONE - TELEPHONES 01-451-201	01-30-630-201	868.45
CAMELA RANGEL (1862)	09/29 CK# 87343	\$1.00
2841400074733 RED LIGHT FINES 01-310-503	01-310-503	1.00
CAR REFLECTIONS (296)	09/29 CK# 87344	\$46.50
15-358 OFFICE SUPPLIES 01-551-301	01-40-810-301	46.50
CHRISTOPHER B. BURKE (333)	09/29 CK# 87345	\$25,659.35
124628 FEES - ENGINEERING 01-505-245	01-35-720-245	7,466.00
124629 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	14,497.82
124630 FEES - ENGINEERING 01-505-245	01-35-720-245	1,447.20
124632 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	247.15
124633 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	392.88
124634 REIMB.	01-40-820-245	549.30
124635 REIMB.	01-40-820-245	385.00
124636 REIMB.	01-40-820-259	364.50
124637 FEES - ENGINEERING 01-555-245	01-40-820-245	55.00
124638 REIMB.	01-40-820-259	254.50
CITY WIDE OF ILLINOIS (2667)	09/29 CK# 87346	\$2,515.74
1446 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	2,515.74
CLASS ACT (351)	09/29 CK# 87347	\$100.00
2015 PARTY CHILDRENS SPECIAL EVENTS - OTHER 01-625-150	01-20-585-150	100.00
COMMONWEALTH EDISON (370)	09/29 CK# 87348	\$988.69
0423085170SEP15 RED LIGHT - COM ED	01-30-630-248	41.39

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
0791026027SEP15 RED LIGHT - COM ED	01-30-630-248	36.42
4215105154SEP15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	475.28
4403140110SEP15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	49.61
6863089003SEP15 RED LIGHT - COM ED	01-30-630-248	30.94
7432089030SEP15 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	355.05
COMPASS PLUMBING LLC (2306)	09/29 CK# 87349	\$802.00
7609 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	433.00
7639 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	369.00
DELTA DENTAL PLAN OF ILLINOIS (468)	09/29 CK# 87350	\$4,106.00
OCT 15 EMP DED PAY-INS 01-210-204	01-210-204	1,004.76
OCT 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	271.09
OCT 15 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	57.16
OCT 15 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	156.77
OCT 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,384.33
OCT 15 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	192.71
OCT 15 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	171.48
SKIBA - SEPT 15 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	-132.30
DISCOVERY BENEFITS SIMPLIFY (2534)	09/29 CK# 87406	\$50.00
570828 EMP DED PAY - FSA FEE 01-210-221	01-210-221	46.20
570828 EMPLOYEE BENEFIT - MEDICAL INS	01-10-455-141	3.80
DOLORES TORRES (1466)	09/29 CK# 87352	\$250.00
2015 PERMIT 25 PARK PERMIT FEES 01-310-814	01-310-814	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	09/29 CK# 87353	\$137.80
8255/31-7/31/15 SANITARY (825)	01-10-466-252	25.65
PD 5/31-7/31/15 SANITARY USER CHARGE 01-405-385	01-10-466-385	46.77
PW 5/31-7/31/15 SANITARY USER CHARGE	01-35-725-417	15.09
VH5/31-7/31/15 SANITARY (835)	01-10-466-251	50.29
DUPAGE COUNTY (511)	09/29 CK# 87354	\$500.00
9/22/15 COUPONS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
9/22/15 COUPONS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY RECORDER (518)	09/29 CK# 87355	\$43.00
10229 FEES DUES SUBSCRIPTIONS 01-15-510-307	01-15-510-307	43.00
DUPAGE CREDIT UNION (524)	09/29 CK# 87356	\$300.00
LONG 30 YRS PUBLIC RELATIONS 01-435-365	01-10-475-365	300.00
GADDIS DAVID (652)	09/29 CK# 87359	\$7.57
EARPIECE UNIFORMS 01-451-345	01-30-630-345	7.57
W.W. GRAINGER (1999)	09/29 CK# 87360	\$344.26
9839765956 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	344.26
GRASSO GRAPHICS COMMERCIAL PRINTERS (2722)	09/29 CK# 87361	\$414.82
27204 PRINTING & PUBLISH 01-420-302	01-10-455-302	414.82
LEROY HANSEN (752)	09/29 CK# 87362	\$630.20
2015 IML CONF SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	630.20
JOHN HELMS (2723)	09/29 CK# 87363	\$101.70
9/16/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	101.70
HOME DEPOT CREDIT SERVICES (808)	09/29 CK# 87364	\$159.00
FRIGERATOR JAIL SUPPLIES 01-465-343	01-30-650-343	159.00
I.R.M.A. (966)	09/29 CK# 87365	\$2,500.00
AUGUST 2015 SELF INS - DEDUCTIBLE 01-460-273	01-30-645-273	2,500.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
J & A CARTAGE INC (1862) 2841400029844 RED LIGHT FINES 01-310-503	09/29 CK# 87366 01-310-503	\$100.00 100.00
JACK PHELAN DODGE (2285) 1019202 MAINTENANCE - VEHICLES 01-451-409	09/29 CK# 87367 01-30-630-409	\$32.54 32.54
JAGDISH LAMBA (1466) 2015 PERMIT #22 PARK PERMIT FEES 01-310-814	09/29 CK# 87368 01-310-814	\$375.00 375.00
JORDAN KAPLAN (1862) 2841400033515 RED LIGHT FINES 01-310-503	09/29 CK# 87369 01-310-503	\$100.00 100.00
TIMOTHY KOBLER (1072) 9/16/15 SCHOOLS-CONFERENCE TRAVEL 01-451-304	09/29 CK# 87370 01-30-630-304	\$389.37 389.37
KONICA MINOLTA BUSINESS SOLUTIONS (2319) 9001715166 COPY SERVICE 01-420-315 9001715166 COPY SERVICE 01-451-315 9001723218 COPY SERVICE 01-420-315	09/29 CK# 87371 01-10-455-315 01-30-630-315 01-10-455-315	\$429.21 124.24 160.49 144.48
LAW ENFORCEMENT RECORDS MNGRS IL (2318) 2015 HOLIDAY FEES-DUES-SUBSCRIPTIONS 01-451-307	09/29 CK# 87372 01-30-630-307	\$40.00 40.00
MAERSK EQUIP SERVIE CO I (1862) 2841100149520 RED LIGHT FINES 01-310-503	09/29 CK# 87373 01-310-503	\$100.00 100.00
MARY B NG (1862) 2841500007120 RED LIGHT FINES 01-310-503	09/29 CK# 87374 01-310-503	\$100.00 100.00
MIDCO (1268) 297872 PHONE - TELEPHONES 01-451-201	09/29 CK# 87375 01-30-630-201	\$145.00 145.00
NEOPOST USA INC (1359) 14680270 POSTAGE & METER RENT 01-420-311	09/29 CK# 87376 01-10-455-311	\$102.00 102.00
NORTH EAST MULTI REGIONAL TRNG. (1371) 3368/HANDZIK SCHOOLS-CONFERENCE TRAVEL 01-451-304	09/29 CK# 87377 01-30-630-304	\$140.00 140.00
ILL. NOTARY DISCOUNT BONDING (861) 510/ROBLES FEES-DUES-SUBSCRIPTIONS 01-451-307	09/29 CK# 87378 01-30-630-307	\$44.90 44.90
NOVOTNY FRANK & ASSOC. INC. (1394) SEPT 15 MAINTENANCE - BUILDING 01-405-228	09/29 CK# 87379 01-10-466-228	\$80.00 80.00
ORKIN EXTERMINATING (1439) 9/24/15 MAINTENANCE - BUILDING 01-405-228	09/29 CK# 87380 01-10-466-228	\$87.24 87.24
PERSONNEL STRATEGIES LLC (2507) 8/28/15 EXAMS-PSYCHOLOGICAL 01-745-544	09/29 CK# 87381 01-07-440-544	\$1,000.00 1,000.00
PESSINA TREE SERVICE LLC (2587) 1812-173 REIMB. EXP - BRUSH PICKUP 01-540-284	09/29 CK# 87382 01-35-755-284	\$4,750.00 4,750.00
PETTY CASH C/O TIM HALIK (1492) 9/23/15 SCHOOLS-CONFERENCE TRAVEL 01-420-304 ALTOBELLA PUBLIC RELATIONS 01-435-365 ALTOBELLA SCHOOLS-CONFERENCE TRAVEL 01-451-304 ALTOBELLA OPERATING EQUIPMENT 01-451-401	09/29 CK# 87383 01-10-455-304 01-10-475-365 01-30-630-304 01-30-630-401	\$64.57 5.54 3.95 50.00 5.08
POSITIVE PROMOTIONS INC (2324) 5315771 COMMODITIES 01-482-331	09/29 CK# 87384 01-30-670-331	\$308.96 308.96
PRO-TEK LOCK AND SAFE (1547) 83770 MAINTENANCE - BUILDING 01-405-228	09/29 CK# 87385 01-10-466-228	\$113.00 113.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RAGS ELECTRIC, INC (1585)	09/29 CK# 87386	\$531.56
15137 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	357.81
15138 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	173.75
RAY O'HERRON CO., INC. (1594)	09/29 CK# 87387	\$312.98
1514735/BIKE UNIFORMS 01-451-345	01-30-630-345	155.98
1548179 OPERATING EQUIPMENT 01-451-401	01-30-630-401	157.00
ROBERT WHITE CONSTRUCTION (2579)	09/29 CK# 87388	\$2,000.00
1142 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,000.00
ROSS J FAILLA (1862)	09/29 CK# 87389	\$100.00
2841400073396 RED LIGHT FINES 01-310-503	01-310-503	100.00
SCUKANEC GEORGE (1685)	09/29 CK# 87390	\$300.00
HALLOWEEN ADV FALL PROGRAM MATERIALS & SERVICES 01-622-118	01-20-580-118	300.00
SIKICH LLP (1722)	09/29 CK# 87391	\$625.00
224325/HR FINANCIAL SERVICES 01-25-620-252	01-25-620-252	625.00
SOUTHWEST CENTRAL DISPATCH (1751)	09/29 CK# 87392	\$22,205.90
OCTOBER 2015 RADIO DISPATCHING 01-483-235	01-30-675-235	22,205.90
STAPLES (1767)	09/29 CK# 87393	\$595.59
8035728121 OFFICE SUPPLIES 01-451-301	01-30-630-301	133.11
8035840969 OFFICE SUPPLIES 01-420-301	01-10-455-301	1.78
8035840969 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	146.34
8035840969 OFFICE SUPPLIES 01-551-301	01-40-810-301	104.85
8035926695 OFFICE SUPPLIES 01-451-301	01-30-630-301	209.51
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	09/29 CK# 87394	\$6,777.54
67745/AUG 15 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,777.54
TESTING SERVICE CORPORATION (1848)	09/29 CK# 87397	\$1,040.55
99504 FEES - ENGINEERING 01-505-245	01-35-720-245	1,040.55
THOMPSON ELEV. INSPECT. SERVICE (1873)	09/29 CK# 87398	\$286.00
15-3291 REIMB.	01-40-830-117	286.00
TOM & JERRY'S SHELL SERVICES (1883)	09/29 CK# 87399	\$898.18
32338 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.00
51888 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
51891 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.40
51915 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
51942 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	51.10
51977 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	33.84
51978 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	33.84
51984 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
55876 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	185.00
AUG 2015 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	447.25
TRUGREEN (2542)	09/29 CK# 87400	\$55.00
38562396 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	55.00
UNIFIRST (1926)	09/29 CK# 87402	\$271.20
0610927486 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	206.55
0610927529 MAINTENANCE - PW BUILDING	01-35-725-418	64.65
VALERIE D FARMER (1862)	09/29 CK# 87403	\$100.00
2841500002691 RED LIGHT FINES 01-310-503	01-310-503	100.00
WILLOWBROOK FORD INC. (2056)	09/29 CK# 87404	\$89.90
6194895/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	44.95

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK FORD INC. (2056) CONTINUED ...		
6194900/1 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	44.95
WINDY CITY NOVELTIES (2574)	09/29 CK# 87405	\$162.00
1683178 COMMODITIES 01-482-331	01-30-670-331	162.00
TOTAL GENERAL CORPORATE FUND		\$95,288.64

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
APOLLO CONSTRUCTION (1243)	09/29 CK# 87335	\$110.00
WR 09/22/15 DEPOSITS SENT TO CUSTOMER-DM APOLLO CONSTRUCTION UT# 701115.000	02-280-130	110.00
DEPOSIT SENT TO CUSTOMER		
ASSOCIATED TECHNICAL SERV. LTD. (126)	09/29 CK# 87336	\$638.50
26584 LEAK SURVEYS 02-430-276	02-50-430-276	638.50
AT & T MOBILITY (64)	09/29 CK# 87337	\$60.61
826930710 SEP15 PHONE - TELEPHONES 02-401-201	02-50-401-201	60.61
CALL ONE INC (289)	09/29 CK# 87342	\$1,311.24
10109812 AUG 15 PHONE - TELEPHONES 02-401-201	02-50-401-201	648.76
10109812 SEP15 PHONE - TELEPHONES 02-401-201	02-50-401-201	662.48
COMMONWEALTH EDISON (370)	09/29 CK# 87348	\$598.61
4651111049SEP15 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	598.61
DELTA DENTAL PLAN OF ILLINOIS (468)	09/29 CK# 87350	\$192.70
OCT 15 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	192.70
DUPAGE WATER COMMISSION (521)	09/29 CK# 87357	\$177,873.75
11025/AUG15 PURCHASE OF WATER 02-420-575	02-50-420-575	177,873.75
ENVIRO TEST INC (555)	09/29 CK# 87358	\$131.25
15131277 AUG15 SAMPLING ANALYSIS 02-420-362	02-50-420-362	131.25
SUNSET SEWER & WATER (2276)	09/29 CK# 87395	\$3,106.55
2015-239 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	3,106.55
TAMELING INDUSTRIES (1844)	09/29 CK# 87396	\$497.70
104763 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	497.70
TOTAL WATER FUND		\$184,520.91

VILLAGE OF WILLOWBROOK

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	09/29 CK# 87345	\$14,337.29
124631 WATER TANNK REPAIRS	09-65-440-604	163.17
124784 WATER TANNK REPAIRS	09-65-440-604	14,174.12
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$14,337.29

VILLAGE OF WILLOWBROOK

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
UNDERGROUND PIPE & VALVE, CO. (1923)	09/29 CK# 87401	\$5,362.08
108884 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	1,800.00
108885 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	1,050.10
108886 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	204.26
108887 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	234.36
108888 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	243.97
108889 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	392.97
108890 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	171.32
109051 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	632.55
109052 VILLAGE HALL REMODEL (835 MIDWAY)	14-75-930-410	632.55
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$5,362.08

VILLAGE OF WILLOWBROOK

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	95,288.64	*
02-110-105	WATER FUND-CHECKING 0010330283	184,520.91	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	14,337.29	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	5,362.08	*
TOTAL ALL FUNDS		299,508.92	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Provide Elevator Maintenance Services, 835 Midway Drive (Village Hall) – ThyssenKrupp Elevator Corporation

AGENDA NO. **5e**

AGENDA DATE: 9/28/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEJ. HALIK

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTAIN JR.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEJ. HALIK

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

As part of the recent construction of the new Village Hall building located at 835 Midway Drive, accessibility laws required the installation of a new elevator to serve both the upper and lower floors from the lobby. The installation of a new three-stop elevator was included in the project bid documents. The low bid for the elevator installation was submitted by ThyssenKrupp Elevator Corporation, Lombard. The elevator was installed, inspected, and approved by the Illinois Office of the State Fire Marshall Division of Elevator Safety on February 18, 2015 and put into service. The initial maintenance warranty period for the elevator through ThyssenKrupp is now expired. As such, it is recommended that the Village enter into a service agreement for continued elevator maintenance. The state law requires that an elevator maintenance technician be present during the annual pressure test and inspection of the conveyance. Without a maintenance agreement in place, these costs can be very high.

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

The Village's elevator consultant, Thompson Elevator, has advised that some repair parts for a ThyssenKrupp brand elevator are proprietary and can only be obtained through ThyssenKrupp. Therefore, although a maintenance agreement could be accepted from another elevator repair vendor, it is likely that in some cases ThyssenKrupp would need to be brought in to complete a repair. Given that fact, and that ThyssenKrupp is the installers of our particular unit, staff has requested a maintenance service proposal from ThyssenKrupp.

The attached service agreement is for a term of one (1) year, which will self-renew in subsequent 12 month periods unless either party serves a written notice at least 30 days prior to the end of the 12 month period. Services include preventative maintenance, full coverage parts repair and replacement, maintenance control program, response to request for service, and periodic safety testing for the price of \$260/month (\$3,120/year). The Village will not need the offered 24-hour communications option, since our elevator in-car telephone is connected directly to police dispatch for emergency calls.

ACTION PROPOSED:

Adopt resolution

RESOLUTION NO. 15-R-_____

A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Provide Elevator Maintenance Services, 835 Midway Drive (Village Hall) – ThyssenKrupp Elevator Corporation

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the proposal, attached hereto as Exhibit "A" and made a part hereof, for Village Hall elevator maintenance services from ThyssenKrupp Elevator Corporation in the monthly amount of \$260 is hereby accepted. Further, the Mayor and Village Clerk, be and the same, are authorized to sign the proposal.

ADOPTED and APPROVED this 28th day of September, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

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

Gold Service Agreement

RECEIVED

SEP 24 2015

VILLAGE OF
WILLOWBROOK

Purchaser: VILLAGE OF WILLOWBROOK
835 MIDWAY DR
WILLOWBROOK, IL 60527-5549

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
355 Eisenhower Lane South
Lombard, IL 60148
Phone: 630-652-4000
Fax: 866-228-6054
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Village of Willowbrook	835 Midway Drive	TKE	Hydraulic	ECH329	3

ThyssenKrupp Elevator Americas



ThyssenKrupp

Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:00 AM to 3:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

VIEW®

VIEW is Thyssen Krupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

VISTA®(Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

ThyssenKrupp Communications® (Check box if included)

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Periodic Safety Testing (Check box If included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is

Gold Service Agreement

executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and

Gold Service Agreement

subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that ~~are alleged to have been~~ caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

JH
9-24-15
T.H.L.B.
9.24.15

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

JH
9-24-15
T.H.L.B.
9.24.15

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this

Gold Service Agreement

agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.

The price for the services as stated in this agreement shall be Two Hundred Sixty Dollars (\$260.00) per month, excluding taxes, payable Annually in advance.

Term

This agreement is effective for Twelve (12) month(s) starting 09/15/2015 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least thirty (30) days but not more than 120 days before the end of the initial Twelve (12) month period, or at least thirty (30) days but not more than 120 days before the end of any subsequent Twelve (12) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price

Gold Service Agreement

of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

JH
9/24/15
T.H.H.
9.24.15

Alternate Payment Plan – Less Than Annual Frequency

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<u>Billing Frequency</u>	<u>Agreement Price Increase</u>	<u>Check for Selection</u>	<u>Purchaser's Initial Acceptance</u>
Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		
Monthly	4%		

Special Considerations

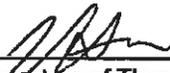
This contract will be cancellable with cause if given 30 days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within (30) days after receiving written notification.

Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	VILLAGE OF WILLOWBROOK:	ThyssenKrupp Elevator Corporation Approval:
<p>By: <u></u> (Signature of ThyssenKrupp Elevator Representative)</p> <p>Jaclyn Hanson Account Manager jaclyn.hanson@thyssenkrupp.com</p> <p><u>9/24/15</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>Erin O'Keefe Sales Manager</p> <p>_____ (Date of Approval)</p>

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF WILLOWBROOK AND ROBERT WHITE CONSTRUCTION TO REMOVE AND REPLACE SECTIONS OF PUBLIC SIDEWALK PREVIOUSLY IDENTIFIED AS BEING IN A STATE OF DISREPAIR</p>	<p>AGENDA NO. 5f</p> <p>AGENDA DATE: <u>9/28/15</u></p>
---	--

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 type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

Public works crews have identified seventy-five (75) 5'x4' sections of concrete public sidewalk within the Farmingdale Subdivision that have shifted or settled creating hazardous conditions for pedestrians. These sections have been protected in the field with Type II barricades until replacements can occur. These sections of sidewalk were not identified for replacement in this year's Motor Fuel Tax (MFT) roadway maintenance program, and staff does not recommend that the repairs be delayed to next year's program. Therefore, proposals for replacements were sought from several concrete contractors. Staff would recommend that these sidewalk replacements be completed separately from the annual MFT program and paid from the General Fund.

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

Staff has solicited three (3) proposals, with the low proposal being submitted by Robert White Construction to perform this work. They have submitted the low proposal price for such work on the last three (3) similar projects. Their proposal includes breakout, replacement, and area restoration of the seventy-five (75) identified squares of sidewalk:

Contractor	Proposal Amount
Robert White Construction	\$16,500

The total amount of \$16,500 would be expended from the General Fund, public works department, right-of-way maintenance budget line.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 15-R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF WILLOWBROOK AND ROBERT WHITE CONSTRUCTION TO REMOVE AND REPLACE SECTIONS OF PUBLIC SIDEWALK PREVIOUSLY IDENTIFIED AS BEING IN A STATE OF DISREPAIR

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Contract, attached hereto as Exhibit "A", which, by this reference, is expressly incorporated herein, relating to the removal and replacement of select sections of concrete public sidewalk previously identified as being in a state of disrepair, between the Village of Willowbrook and Robert White Construction is hereby approved and that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute the Contract. The described work will be completed by Robert White Construction for a not-to-exceed cost of \$16,500.

ADOPTED and APPROVED this 28th day of September, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

C O N T R A C T

THIS CONTRACT ENTERED INTO THIS Twenty-Eight day of September, 2015 between Robert White Construction ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to remove and replace seventy-five (75) 5'x4' sections of defective concrete pedestrian sidewalk.

2. Contractor has submitted a proposal to remove and replace said identified sections. Such proposal dated June 17, 2015 including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed sixteen thousand five hundred and 00/100 Dollars (\$16,500). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.)

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds

payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.).

9. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois

workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.).

10. Contractor agrees that it, pursuant to 30 ILCS 580/1 et. seq. ("Drug-Free Workplace Act"), will provide a drugfree workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

- (2) Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

11. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

12. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

13. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual

orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she 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 Act and the Department's Rules and Regulations.

F. That he or she 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 Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. 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.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the 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 other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

15. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

16. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not,

directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85);
and

- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

- (1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit

is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

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

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

18. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

19. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or

responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of

Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

20. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

21. All change orders increasing the cost of the contract by Two Thousand Five Hundred Dollars (\$2,500.00) or less must be approved, in writing, by the Village Administrator or his designee. All change orders increasing the cost of the contract by more than Two Thousand Five Hundred Dollars (\$2,500.00) must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price

shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

23. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the

required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

24. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

Contractor:

By: _____
Robert White Construction
Village of Willowbrook

By: _____
Its Mayor

ATTEST:

Village Clerk

Robert White Construction

P.O. Box 582
somonauk, IL 60552
(815)482-8333
r.whiteconstruction@yahoo.com

Estimate

ADDRESS
Village of Willowbrook
7760
Quincy St
Willowbrook, il 60521-5594



ESTIMATE #	DATE	
1054	06/17/2015	07/17/2015

ACTIVITY	AMOUNT
Remove and replace 75 5' X 4' sections of concrete public sidewalk (not continuous, various locations) Price includes all material and labor Price includes back-filling the edges of new sidewalk with black dirt and grass seed. (watering will be the villages responsibility) Price does not include any permits, bonds or fee's	16,500.00
Sales Any and all extra work is on a bid basis	
TOTAL	\$16,500.00

Accepted By

Accepted Date

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY CREATED IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT

AGENDA NO.

5g

AGENDA DATE: 9/28/15

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: _____

THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: _____

Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

Willowbrook Patrol Officer Eric Babczak has tendered his resignation from the Village effective September 27, 2015. Officer Babczak has accepted a position with the Cicero Police Department.

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

In accordance with the Village Code of Ordinance requirements, formal direction must be given to the Village Board of Police Commissioners (BOPC) to effect the hiring of a replacement officer.

ACTION PROPOSED:

Adopt the Resolution, which will enable the BOPC to begin reviewing patrol officer candidates from the current eligibility roster.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC)
TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY
IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is
hereby authorized to effect the original appointment of a candidate to fill a vacancy in the
rank of patrol officer within the police department.

ADOPTED and APPROVED this 28th day of September, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT THE 2015 FALL BRUSH COLLECTION PROGRAM – PESSINA TREE SERVICE LLC	AGENDA NO. 5h AGENDA DATE: <u>9/28/15</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLER</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLER</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> <u>on 9/14/15</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

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

Staff has solicited proposals from several landscape maintenance contractors to conduct the Village-wide Fall Brush Collection Program. This year's low proposal was submitted by Pessina Tree Service LLC in the amount of \$9,500 (\$118.75/hr./crew x two crews). Pessina is the landscape maintenance contractor that has performed our Emerald Ash Borer (EAB) tree removals over the last two (2) seasons.

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

The cost of the Fall collection program is \$9,500. This includes two (2) chipping crews working 40 hours each to complete the program. The F.Y. 2015/16 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$23,750.00

ACTION PROPOSED:

Adopt resolution. The Spring Brush Program is scheduled to occur the week of October 12th thru the 16th. A postcard mailer will be sent along with notification on the Village's website to advise residents.

RESOLUTION NO. 15-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO CONDUCT THE 2015 FALL BRUSH
COLLECTION PROGRAM – PESSINA TREE SERVICE LLC

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Pessina Tree Service LLC on a time and material basis to complete the 2015 Fall Brush Collection Program in an amount set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 28th day of September, 2015

APPROVED:

Mayor

ATTEST:

Village Clerk

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

Date: 9/2/2015

Proposal

Proposal #: 2100

45W520 Jeter Road
 Big Rock, IL 60511
 Office: 630-556-3985 Fax: 630-556-4543
 Call: 630-417-4714
 Email: pest@astro-service@yahoo.com



Name / Address		Work To Be Performed At: Fall brush pick-up	
Village of Willowbrook 825 Midway Drive Willowbrook, IL 60527 Attn: AJ Pastore		Customer Email:	Customer/Phone Number:
		ajpastore@villaweb.com	630-511-1519
Description			
Fall brush pick-up			
			Total: \$4,500.00

NO TIME RELIANCE OR PENALTY WILL BE ASSESSED FOR DELAYED PICK-UP.
 All work to be performed by the contractor, to be performed in accordance with contract and special instructions submitted for the above work, and
 completed to the satisfaction of the Village of Willowbrook and the contractor. The contractor shall be held responsible for the completion of the job.

Respectfully Submitted: Dale Pastore

Contract # _____
 Customer/Address: Big Rock, IL 60511

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) 2016 FORD F-250 XL 4WD REGULAR CAB PUBLIC WORKS VEHICLE – WILLOWBROOK FORD, INC.

AGENDA NO.

5i

AGENDA DATE: 9/28/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE:

Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE:

THOMAS BASTAIN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

The FY 2015/16 budget includes \$32,000 for the replacement of one (1) public works vehicle. The public works division will replace an existing Ford F-150 pick-up truck with a Ford F-250 pick-up truck equipped with a snow plow receiving package. The vehicle to be replaced is a model year 2009 Ford F-150 currently having 117,293 miles on it. This vehicle has reached its useful lifespan and is beginning to experience larger maintenance issues requiring costly repairs.

To obtain replacement vehicles, the Village has on-occasion utilized the State of Illinois Joint Purchase Contract Program, which is a joint purchasing program for local governments. The vehicles available for purchase within this program were obtained through an annual competitive bidding process. This year's low bidder is Bob Ridings, Inc. (Ford dealership) in Taylorville, Illinois. Through this program, the Village could obtain a comparable replacement vehicle at set prices. However, historically, the Village has also made an effort to check local prices to determine if dealers could beat the Joint Purchase price:

Vehicle	Budgeted Amount	State of Illinois Joint Purchase Contract Program	Willowbrook Ford (Willowbrook)	Westfield Ford (Countryside)	Rod Baker Ford (Plainfield)
2016 Ford F-250 XL 4WD Pick-Up	\$32,000	\$30,740	\$30,653.43	\$31,103	\$30,708

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

Staff would recommend that the budgeted replacement vehicle be ordered from our local Ford dealership.

ACTION PROPOSED:

Adopt resolution

RESOLUTION NO. 15-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) 2016 FORD F-250 XL 4WD REGULAR CAB PUBLIC WORKS VEHICLE – WILLOWBROOK FORD, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to waive the competitive bidding process and accept a proposal from Willowbrook Ford, Inc. for the purchase of a 2015 Ford F-350 4x4, 2-door, regular cab, in an amount not to exceed \$30,653.43, as set forth in the proposal attached hereto as Exhibit "A" which are, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 28th day of September, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

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

RECEIVED
SEP 22 2015
VILLAGE OF WILLOWBROOK

Willowbrook Ford

Exclusively for Village Of Willowbrook
September 22, 2015

By: Tom Doherty

DEAL INFORMATION	
MSRP	<u>\$49,275.00</u>
Sale Price	<u>\$30,268.00</u> (-4,000 & Fees)
Total	<u>\$30,653.43</u>

VEHICLE INFORMATION	
Stock#	VIN #
2016 Ford F250 4WD	
Style: Reg Cab XL	
Color:	Mileage: 0

3 PAYMENT CHOICES

Choose one that best fits your budget

TERM	\$ DOWN	MONTHLY PAYMENTS
<input checked="" type="checkbox"/> 0% APR		
INCLUDES LICENSE & TITLE FEES		

CAR PURCHASE ORDER

DATE 9-9-15

SALESMAN #1 Tom D DELIVERY DATE _____ TIME _____
 COUNTY OF COCKER'S NAME _____

PURCHASER'S NAME VILLAGE OF WILLOW BROOK CITY WILLOW BROOK IL COUNTY DUPAGE
 ADDRESS 7700 QUINCY ST. ZIP CODE 60527 SOURCE _____
 PHONE NO. 630-323-8215 SERIAL NO. _____

YEAR 2016 MAKE FORD SERIES F-250 4X4 REG CAR XL
 MODEL 600A

TENTATIVE STOCK ORDERED EXT. COLOR PACE RED
 INT. COLOR _____
 TRIM VINYL 40120140

- 6.7L V8 DIESEL / 6 SPD AUT. TRANS.
- 17.5" BSW AT 17" TIRES ROSE CLEARANCE LIGHTS
- 3.55 LOCKING REAR AXLE STEERING WHEEL CONTROLS
- EXH OFF-ROAD PKG UPFITTER SWITCHES
- RWR EQUIP GROUP SYNC SYSTEMS
- MOLDED BLK CAB STEPS X1 APPEARANCE PKG
- ELECT SHIFTER MANUAL REGEN GROUP
- ENG BLK HERTER
- SWC W FLOW PKG
- BREAKE CONTROLLER

OUTRIGHT SALE	
PRICE OF CAR	\$ 31863.00
DOC. SERV. FEE	\$ 168.43
SALES TAX	<u>GENERAL</u>
LEFT. ONIC. TRANS.	<u>0-PLATE</u> \$ 217.00
ERT	\$ 600.00
SERVICE COST	
TOTAL CASH PRICE	<u>32248.43</u>
DEPOSIT RECEIVED	<u>31648.43</u>
ADD'L DEPOSIT DUE	
TOTAL REBATES	
TOTAL MONEY	
UNPAID BALANCE	

TRADE-IN SALE	
PRICE OF CAR	\$
DOC. SERV. FEE	\$ 168.43
TRADE ALLOWANCE	\$
CASH DIFFERENCE	\$
SALES TAX	\$
LEFT. ONIC. TRANS.	\$
ERT	\$ 225.00
SERVICE COST. OF INS.	\$
TOTAL CASH DIFFERENCE	\$
APPROX. PAYOFF	\$
TOTAL AMOUNT DUE	\$
DEPOSIT RECEIVED	\$
ADD'L DEPOSIT DUE	\$
TOTAL REBATES	\$
TOTAL MONEY	\$
UNPAID BALANCE	\$

THIS CAR IS SOLD AS IS.

ACCEPTED BY _____ ANY NEW CAR CHANGE OF EQUIPMENT FROM WINDOW STICKER.

ITEMS ADDED OR SUBSTITUTED (IF NOT INCLUDED) _____

N/A MOUNTED WEATHER GUARD GULL X
 WING DIABLO PLATE TOOL BOX
 DEDUCT - \$995.00

NO LIABILITY INSURANCE INCLUDED IN THIS TRANSACTION.
 The purchaser shall be responsible for obtaining liability insurance coverage for the vehicle. NOTE: Motor Vehicle insurance coverage is required by law. The purchaser shall be responsible for obtaining the required insurance coverage. The dealer is not responsible for the purchaser's failure to obtain the required insurance coverage. The dealer is not responsible for the purchaser's failure to obtain the required insurance coverage. The dealer is not responsible for the purchaser's failure to obtain the required insurance coverage.

FOR PURCHASE OF USED CAR OR DEALER DEMONSTRATOR
 This information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary printed or written information on this order of sale.

TRADE-IN _____ COMPLETE IN 15 DAYS OR ORIG. PLATE _____ STOCK NO. _____
 THIS ORDER SHALL NOT BE BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

ACCEPTED BY _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

Motion to Approve – Lake Hinsdale Village Water Tank Re-Coating Project:
Payout #1 – Final Payment – Era Valdivia Contractors, Inc.

AGENDA NO. 5j

AGENDA DATE: 9/28/15

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

REVIEWED AND APPROVED BY COMMITTEE: YES NO N/A

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

At its regular meeting on May 26, 2015, the Village Board awarded a contract to Era Valdivia Contractors, Inc. to complete a complete blasting and re-coating, both interior and exterior, of the Village's 67th Street 500,000 gallon spheroid water tank. Seven (7) public bids were received for this project. Era Valdivia submitted the low bid in the amount of \$358,600. Work commenced in early August and, since that time, has been substantially completed. The landscape restoration of the base of the tank will be completed in October.

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

The contractor has submitted a request for a first and final payment. The following is a breakdown of the final project costs:

ORIGINAL CONTRACT SUM: \$358,600.00

Net Change by Change Orders: \$9,600.00 – Approved by the village Board on 9/14/15

Total Contract Sum and Final Payout Request: \$368,200.00

Staff would recommend that the Mayor and Board of Trustees authorize Payout #1 – Final Payment to Era Valdivia Contractors, Inc. in the amount of \$368,200. The payment check will be withheld until the contractor has submitted all final waivers of lien and current certified payroll reports. The authorized payment amount would be expended from the following fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 15/16 BUDGET</u>
Water Cap. Improve	09-65-440-604	Water Tank Repairs	\$392,400

ACTION PROPOSED:

Approve Motion.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Village of Willowbrook
7760 Quincey Street
Willowbrook, IL 60527-5594

PROJECT: Willowbrook Exec. Dr. Rehab

APPLICATION NO.: 015103001
APPLICATION DATE: 7/31/2015
PERIOD TO: 7/31/2015
PROJECT NOS.: 015103
CONTRACT DATE: _____
INVOICE #: 15103001

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$358,600.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$358,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet) \$119,200.00
5. RETAINAGE:
 - a. 10.00 % of Completed Work (Columns D + E on Continuation Sheet) \$11,920.00
 - b. 0.00 % of Stored Material (Column E.1 on Continuation Sheet) \$0.00
 Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$11,920.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$107,280.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$107,280.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6) \$251,320.00

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Era Valdivia Contractors, Inc.

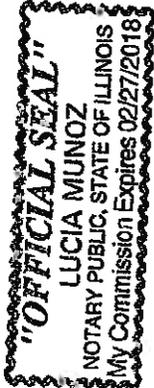
By: [Signature] Date: 7-31-15

State of: _____

County of: _____

Subscribed and sworn before me this 31 day of July, 2015

Notary Public: [Signature]
My Commission expires: 2-27-18



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 015103001

APPLICATION DATE: July 31, 2015

PERIOD TO: July 31, 2015

ARCHITECT'S PROJECT: Willowbrook Exec. Dr. Rehab

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-F)	I RETAINAGE (IF VARIABLE RATE)
			PREVIOUS APPLICATIONS	THIS PERIOD				
1	Tank Ext. Full Surface Prep	160,000.00		80,000.00		80,000.00	80,000.00	8,000.00
2	Tank Ext. Full Recoat	50,000.00					50,000.00	
3	Tank Int. Wet Full Sur. Prep	60,000.00		20,000.00		20,000.00	40,000.00	2,000.00
4	Tank Int. Full Recoat	30,000.00					30,000.00	
5	Tank Int. Dry Spot Sur. Prep	5,000.00					5,000.00	
6	Tank Int. Dry Spot Recoat	2,000.00					2,000.00	
7	Rem. store, reinst., & Start CPS	5,800.00		2,900.00		2,900.00	2,900.00	290.00
8	Full Sur. Prep & Recoat Riser	10,000.00					10,000.00	
9	F&I Pipe Insul. & Alum Jacket	5,000.00					5,000.00	
10	Seam Seal All Int Wet Roof Pit	2,000.00					2,000.00	
11	Rem Existing Tank Vent F&I Vnt	7,800.00		7,800.00		7,800.00	100.00	780.00
12	Seal Ann. Space to Int. Wet	2,000.00		2,000.00		2,000.00	100.00	200.00
13	Rem/Rep Curb on Int Wet Manway	3,500.00		3,500.00		3,500.00	100.00	360.00
14	Replace new light bulbs	500.00					500.00	
15	Regrade around Tank	2,000.00					2,000.00	
16	Rel. Communication Support	3,000.00		3,000.00		3,000.00	100.00	300.00
17	Site Restoration	5,000.00					5,000.00	
18	Alt. Tnemec Paint System	5,000.00					5,000.00	
GRAND TOTALS		358,600.00	0.00	119,200.00	0.00	119,200.00	239,400.00	11,920.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Village of Willowbrook
7760 Quincey Street
Willowbrook, IL 60527-5594

PROJECT: Willowbrook Exec. Dr. Rehab

APPLICATION NO.: 0151030002
APPLICATION DATE: 8/31/2015
PERIOD TO: 8/31/2015
PROJECT NOS.: 015103
CONTRACT DATE: _____
INVOICE #: 151030002

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$358,600.00
2. Net change by Change Orders \$9,600.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$368,200.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet) \$368,200.00
5. RETAINAGE:
 - a. 10.00 % of Completed Work (Columns D + E on Continuation Sheet) \$36,820.00
 - b. 0.00 % of Stored Material (Column E: 1 on Continuation Sheet) \$0.00
- Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$36,820.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$331,380.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$107,280.00
8. CURRENT PAYMENT DUE \$224,100.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6) \$36,820.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	9,600.00	0.00
TOTALS	9,600.00	0.00
NET CHANGES by Change Order	9,600.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Era Valdivia Contractors, Inc.

By: Era Valdivia Date: 8-31-15

State of:

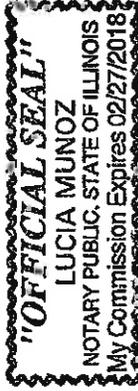
County of:

Subscribed and sworn before

me this 31 day of August, 2015

Notary Public: Lucia Munoz

My Commission expires: 2-27-18



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 0151030002
 APPLICATION DATE: August 31, 2015
 PERIOD TO: August 31, 2015

ARCHITECT'S PROJECT: Willowbrook Exec. Dr. Rehab

A	B	C	D		E	F	G		H	I
			PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (F/C)		
1	Tank Ext. Full Surface Prep	150,000.00	80,000.00	80,000.00			180,000.00	100.00		16,000.00
2	Tank Ext. Full Recoat	50,000.00		50,000.00			50,000.00	100.00		5,000.00
3	Tank Int. Wet Full Sur. Prep	60,000.00	20,000.00	40,000.00			60,000.00	100.00		6,000.00
4	Tank Int. Full Recoat	30,000.00		30,000.00			30,000.00	100.00		3,000.00
5	Tank Int. Dry Spot Sur. Prep	5,000.00		5,000.00			5,000.00	100.00		500.00
6	Tank Int. Dry Spot Recoat	2,000.00		2,000.00			2,000.00	100.00		200.00
7	Rem. store, reinst. & Start CPS	5,800.00	2,900.00	2,900.00			5,800.00	100.00		580.00
8	Full Sur. Prep & Recoat Riser	10,000.00		10,000.00			10,000.00	100.00		1,000.00
9	F&I Pipe Insul. & Alum Jacket	5,000.00		5,000.00			5,000.00	100.00		500.00
10	Seam Seal All Int Wet Roof Pit	2,000.00		2,000.00			2,000.00	100.00		200.00
11	Rem Existing Tank Vent F&I Vnt	7,800.00	7,800.00				7,800.00	100.00		780.00
12	Seal Ann. Space to Int. Wet	2,000.00	2,000.00				2,000.00	100.00		200.00
13	Rem/Rep Curb on Int Wet Manway	3,500.00	3,500.00				3,500.00	100.00		350.00
14	Replace new light bulbs	500.00		500.00			500.00	100.00		50.00
15	Regrade around Tank	2,000.00		2,000.00			2,000.00	100.00		200.00
16	Rel. Communication Support	3,000.00	3,000.00				3,000.00	100.00		300.00
17	Site Restoration	5,000.00		5,000.00			5,000.00	100.00		500.00
18	Alt. Tnemec Paint System	5,000.00		5,000.00			5,000.00	100.00		500.00
19	LHV Water Tower Painting CO#1	9,600.00		9,600.00			9,600.00	100.00		960.00
GRAND TOTALS		368,200.00	119,200.00	249,000.00		0.00	368,200.00	100.00	0.00	36,820.00

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

File #

Loan #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned, has been employed by Village of Willowbrook
 to furnish Labor, Material and Equipment
 for the premises known as Painting of the Executive Drive Elevated Tank
 of which Village of Willowbrook is the owner.

The undersigned, for and in consideration of Three Hundred Twelve Thousand Nine Hundred Seventy and 00/100 (\$312,970.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, to date, by the undersigned for the above described premises.

Given under My hand and seal
 this 10th day of September 2015

Signature and seal: [Signature]

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is Abel Valdivia
Vice-President of the Era Valdivia Contractors, Inc.
 who is the contractor for the Painting work on the
 building located at 7760 Quincy Street, Willowbrook, IL
 owned by Village of Willowbrook

That the total amount of the contract including extras is \$ 368,200.00 on which he has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Era Valdivia Contractors, Inc.	Labor, Material & Equipment	\$318,184.75	\$0.00	\$312,970.00	\$5,214.75
Ray's Welding Co. Inc.	Subcontractor	\$13,000.00	\$0.00	\$0.00	\$13,000.00
Tnemec	Material Supplier	\$37,015.25	\$0.00	\$0.00	\$37,015.25
TOTAL LABOR AND MATERIAL TO COMPLETE		\$368,200.00	\$0.00	\$312,970.00	\$55,230.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

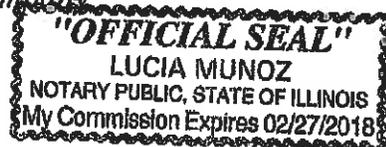
Signed this 10th day of September 2015

Signature [Signature]

Subscribed and sworn to before me this 10th day of September 2015

Notary Public

[Signature]
 First American Title Insurance Company



CERTIFIED PAYROLL

Subcontractor Name:		Project Name/Location										Payroll No.						
Era Valdivia Contractors, Inc.		Willowbrook Exec. Dr. Rehab										7						
Subcontractor Address:		General Contractor Name:										For Week Ending						
11909 South Avenue O Chicago, IL 60617		Village of Willowbrook										9/5/2015						
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions		(11) Net Wages Paid This Week	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA Taxes	State W.H. Tax	Other (Union)	Total Deductions	
	HI	JOURNEYMA Painter	3		8	8	8	8	8	8	40	\$42.93	\$2,361.15	\$310.24	\$82.34	\$115.97	\$689.18	\$1,671.97
	HI	APPRENTICE Painter			2	2	2	2	2	2	10	\$64.40	\$2,200.00	\$308.41	\$79.40	\$106.50	\$662.61	\$1,537.39
	NMI	JOURNEYMA Painter			2	2	2	2	2	2	40	\$42.93	\$2,361.15	\$387.16	\$88.54	\$109.72	\$766.05	\$1,595.10

Total Hours This Period : 150

CERTIFIED PAYROLL

Subcontractor Name:		Owner:		Project Name/Location		Payroll No.														
Era Valdivia Contractors, Inc.		Willowbrook Exec. Dr. Rehab		8/29/2015		6														
Subcontractor Address:		General Contractor Name:		JOB #		For Week Ending														
11909 South Avenue O Chicago, IL 60617		Village of Willowbrook		0-15103		8/29/2015														
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions			(11) Net Wages Paid This Week		
				23 Sun	24 Mon	25 Tue	26 Wed	27 Thu	28 Fri	29 Sat					FICA Taxes	State W.H. Tax	Other (Union)		Total Deductions	
[REDACTED]	HI	JOURNEYMA Painter	3								40	\$42.93	\$2,361.15	\$2,361.15	\$310.24	\$180.63	\$82.34	\$115.97	\$689.18	\$1,671.97
[REDACTED]	HI	APPRENTICE Painter									40	\$40.00	\$2,200.00	\$2,200.00	\$308.41	\$168.30	\$79.40	\$106.50	\$662.61	\$1,537.39
[REDACTED]	NMI	JOURNEYMA Painter									40	\$42.93	\$2,361.15	\$2,361.15	\$387.16	\$180.63	\$88.54	\$109.72	\$766.05	\$1,595.10

Total Hours This Period : 150

CERTIFIED PAYROLL

Subcontractor Name:		Owner:		Project Name/Location		Payroll No.														
Era Valdivia Contractors, Inc.				Willowbrook Exec. Dr. Rehab		5 8/22/2015														
Subcontractor Address:		General Contractor Name:		JOB #		For Week Ending														
11909 South Avenue O Chicago, IL 60617		Village of Willowbrook		0-15103																
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section 3 ST OT or DT	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions				(11) Net Wages Paid This Week	
				16 Sun	17 Mon	18 Tue	19 Wed	20 Thu	21 Fri	22 Sat					FICA Taxes	State W.H. Tax	Other (Union)	Total Deductions		
[REDACTED]	H1	JOURNEYMA Painter	ST		8		8	8	8				\$2,275.29	\$2,275.29	\$288.77	\$174.06	\$79.12	\$111.76	\$653.71	\$1,621.58
[REDACTED]	H1	APPRENTICE Painter	ST		8		8	8	8				\$2,120.00	\$2,120.00	\$288.41	\$162.18	\$76.40	\$99.90	\$626.89	\$1,493.11
[REDACTED]	NM1	JOURNEYMA Painter	ST		8		8	8	8				\$2,275.29	\$2,275.29	\$365.70	\$174.06	\$85.32	\$103.01	\$728.09	\$1,547.20

Total Hours This Period : 138

CERTIFIED PAYROLL

Subcontractor Name: Era Valdivia Contractors, Inc.		Owner: Willowbrook Exec. Dr. Rehab		Project Name/Location Willowbrook Exec. Dr. Rehab		Payroll No. 4																
Subcontractor Address: 11909 South Avenue O Chicago, IL 60617		General Contractor Name: Village of Willowbrook		JOB # 0-15103		For Week Ending 8/15/2015																
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section 3 ST OT DT	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions			(11) Net Wages Paid This Week				
				9 Sun	10 Mon	11 Tue	12 Wed	13 Thu	14 Fri	15 Sat					FICA Taxes	State W.H. Tax	Other (Union)		Total Deductions			
[REDACTED]	H1	JOURNEYMA Painter	ST		8	8	8	8	8	8	8	8	40	\$42.93	\$ 2,683.13	\$2,683.13	\$390.73	\$205.26	\$94.42	\$131.79	\$822.20	\$1,860.93
[REDACTED]	H1	APPRENTICE Painter	ST		8	8	8	8	8	8	8	8	40	\$40.00	\$ 2,500.00	\$2,500.00	\$383.41	\$191.25	\$90.65	\$118.75	\$784.06	\$1,715.94
[REDACTED]	NMI	JOURNEYMA Painter	ST		8	8	8	8	8	8	8	8	40	\$42.93	\$ 2,683.13	\$2,683.13	\$467.66	\$205.26	\$100.62	\$122.41	\$895.95	\$1,787.18

Total Hours This Period : 165

CERTIFIED PAYROLL

Subcontractor Name: Era Valdivia Contractors, Inc.		Owner: Willowbrook Exec. Dr. Rehab		Project Name/Location: Willowbrook Exec. Dr. Rehab		Payroll No. 3													
Subcontractor Address: 11909 South Avenue O Chicago, IL 60617		General Contractor Name: Village of Willowbrook		JOB # 0-15103		For Week Ending 8/8/2015													
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section 3 ST OT or DT	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions			(11) Net Wages Paid This Week	
				2	3	4	5	6	7	8					FICA Taxes	State W.H. Tax	Other (Union)		Total Deductions
[REDACTED]	HI	JOURNEYMA Painter	ST		8	8	8	8	8	8	8	\$ 2,747.52	\$2,747.44	\$406.81	\$210.18	\$96.83	\$134.95	\$848.77	\$1,898.67
[REDACTED]	HI	APPRENTICE Painter	ST		8	8	8	8	8	8	8	\$ 2,560.00	\$2,560.00	\$398.41	\$195.84	\$92.90	\$121.20	\$808.35	\$1,751.65
[REDACTED]	NMI	JOURNEYMA Painter	ST		8	8	8	8	8	8	8	\$ 2,747.52	\$2,747.52	\$483.76	\$210.18	\$103.03	\$124.95	\$921.92	\$1,825.60

Total Hours This Period : 168

CERTIFIED PAYROLL

Subcontractor Name: Era Valdivia Contractors, Inc.		Owner: Willowbrook Exec. Dr. Rehab		Project Name/Location: Willowbrook Exec. Dr. Rehab		Payroll No. 2														
Subcontractor Address: 11909 South Avenue O Chicago, IL 60617		General Contractor Name: Village of Willowbrook		JOB # 0-15103		For Week Ending 8/1/2015														
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section 3	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions			(11) Net Wages Paid This Week		
				26 Sun	27 Mon	28 Tue	29 Wed	30 Thu	31 Fri	1 Sat					FICA Taxes	State W.H. Tax	Other (Union)		Total Deductions	
[REDACTED]	H1	JOURNEYMA Painter	3					8					\$1,588.41	\$3,005.10	\$471.23	\$229.89	\$106.49	\$147.60	\$955.21	\$2,049.89
[REDACTED]	H1	APPRENTICE Painter	3					2		10			\$1,480.00	\$2,800.00	\$458.41	\$214.20	\$101.90	\$131.00	\$905.51	\$1,894.49
[REDACTED]	NMI	JOURNEYMA Painter	3					8					\$1,588.41	\$3,005.10	\$548.15	\$229.89	\$112.69	\$135.10	\$1,025.83	\$1,979.27

Total Hours This Period : 90

CERTIFIED PAYROLL

Subcontractor Name: Era Valdivia Contractors, Inc.		Owner: Willowbrook Exec. Dr. Rehab		Project Name/Location: Willowbrook Exec. Dr. Rehab		Payroll No. 7/25/2015													
Subcontractor Address: 11909 South Avenue O Chicago, IL 60617		General Contractor Name: Village of Willowbrook		JOB # 0-15103															
(1) Name, Address, City, Zip Code and Social Security Number of Employee	(2) Ethnic/Gender Code	(3) Work Classification/Trade	(4) Section 3 ST OT or DT	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned This Project	(9) Total Earned This Week	(10) Deductions				(11) Net Wages Paid This Week
				19 Sun	20 Mon	21 Tue	22 Wed	23 Thu	24 Fri	25 Sat					FICA Taxes	State W.H. Tax	Other (Union)	Total Deductions	
[REDACTED]	H1	JOURNEYMA Painter	ST					8	8			\$ 1,459.62	\$2,876.22	\$439.01	\$220.03	\$101.66	\$141.27	\$901.97	\$1,974.25
[REDACTED]	H1	APPRENTICE Painter	ST					8	8			\$ 1,360.00	\$2,680.00	\$428.41	\$205.02	\$97.40	\$126.10	\$856.93	\$1,823.07
[REDACTED]	NM1	JOURNEYMA Painter	ST					8	8			\$ 1,459.62	\$2,876.31	\$515.95	\$220.03	\$107.86	\$130.03	\$973.87	\$1,902.44

Total Hours This Period : 84

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Motion to Approve - LED Streetlight Replacement Project: Payout #2 – Final Payment – Utility Dynamics Corporation	AGENDA NO. 5k AGENDA DATE: <u>9/28/15</u>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLIK</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>TEHLIK</u>
REVIEWED AND APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

On January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit proposals for an LED Streetlight Conversion Project. This project was made possible through an Illinois DCEO grant the Village received in the amount of \$92,000. The scope of work of this contract includes the replacement of sixty-four (64) antiquated cobra-head streetlight fixtures with new LED technology. The public bid notice was published in the Suburban Life newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4th by 10:30 AM, at which time bids were opened. Five (5) bids were received, the lowest qualified bid submitted by Utility Dynamics Corporation. Their bid price to change-out 64 fixtures was \$36,781, or \$575 per fixture.

The Village Board, at their regular meeting on March 23, 2015, adopted a resolution accepting the low bid submitted by Utility Dynamics and authorizing the issuance of a Notice of Award. Upon issuance of the Notice of Award, the contractor submitted the required performance bond, labor and material payment bond, and insurance requirements for the project. These documents have been reviewed and approved by the Village Engineering Consultant. The project agreement was prepared and was approved by the Village Board at their regular meeting on April 13, 2015. A Notice to Proceed was subsequently issued to the contractor and the project has been fully completed as of July 29, 2015.

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

The following is a cost summary for this project:

ITEM	COST
Original Contract	\$36,781.00
Approved Change Orders	\$95,217.25
Total Contract	\$131,998.25
Payout #1 Amount	\$128,981.25
Net Due:	\$3,017.00

Attached are copies of the consulting engineer's recommendation letter, contractor invoice, and warranty documents. Staff would recommend that the remaining amount due of \$3,017.00 be paid to the contractor.

ACTION PROPOSED:

Approve Motion



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 18, 2015

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mr. Tim Halik
Village Administrator

Subject: Village of Willowbrook
LED Lighting Replacement Project
Final Pay Request
(CBBEL Project No. 14-0489)

Dear Mr. Halik:

As stated in our Letter of Transmittal to you on August 5, 2015, CBBEL was retaining Utility Dynamics final payment for this project in the amount of \$3,017.00 which reflects the amount due from approved C.O. #1 until all lighting units operated properly and without failures for a period of one month. CBBEL has confirmed that all new luminaires installed are functioning as specified in the Contract Documents. We have also received all contractor and manufacturer warranties for the labor and materials completed on the project.

Therefore, we recommend final payment to Utility Dynamics Corporation in the amount of \$3,017.00.

If you have any questions, please let me know.

Very truly yours,


Gerald Hennelly
Senior Project Manager

GAH/pjb

Encl.: As Noted

Cc: Andrew Passero, Village of Willowbrook
Phil Whalen, Utility Dynamics Corp.



Utility Dynamics Corporation
23 Commerce Drive
Oswego, IL 60543
Phone: 630-554-1722 Fax 630-554-1195
E-mail: contact@utilitydynamicscorp.com

Customer ID 9891

VILLAGE OF WILLOWBROOK
7760 QUINCY STREET
WILLOWBROOK, IL 60527

Invoice# 0731-1924

Date 09/18/15 Page# 1

Job ID 1924

LED STREET LIGHTING
REPLACEMENT
WILLOWBROOK, IL

Phone (630) - Fax (630) -
FINAL INVOICE

Original Contract	36,781.00
Approved Change Orders	95,217.25
Current Contract	131,998.25
Work Completed to Date	131,998.25
Less Retentions	0.00
Net Completed to Date	131,998.25
Less Net Previously Billed	128,981.25
Net Due This Invoice	3,017.00
Balance to Complete	0.00

UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE
OSWEGO, ILLINOIS 60543
e-mail: contact@utilitydynamicscorp.com

PHONE:
(830) 554-1722
FAX (830) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

LED Street Lighting Replacement Contract
Village of Willowbrook, IL
DuPage County

Subject: Warranty

Utility Dynamics Corporation hereby warrants our work on this project for one (1) year from the date of final completion (7/29/15). This warranty excludes normal maintenance items and damage that is beyond the control of the contractor.

Please address any warranty related items to:

Utility Dynamics Corporation
23 Commerce Drive
Oswego, IL 60543
630-554-1722
Attn: Phil Whalen

TEN YEAR LIMITED WARRANTY Evolve LED ERS Roadway Luminaires

1. Limited Warranty:

- 1) GE Lighting Systems, Inc. ("Manufacturer") warrants to that the Evolve LED ERS Light fixture (the "Product") will be free from defects in material and workmanship and conform to Manufacturer's published specifications.
- 2) The warranty period is ten (10) years measured from the later of (a) the date of manufacture as identified by the date code on the Product, (b) the date that the Product is received by Purchaser if Purchaser can substantiate the Manufacturer's date of receipt.
- 3) In the event of a catastrophic failure, Manufacturer shall be responsible for the full replacement of the luminaires, and all labor for the removal and installation of luminaires. Catastrophic failures are failures, of a similar nature, that occur to 2 percent or more of the luminaires within the first year of operation. In the event of a catastrophic failure, Manufacturer reserves the right to either approve or make provision for the necessary labor requirements to replace defective luminaires..

2. Terms And Conditions:

- 4) This warranty applies only to Products that have been properly stored, installed, and maintained; operated within the specified electrical values (+/- 10%); and operated in environmental conditions (temperature) within the normal specified operating range of the system. The warranties are VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of Manufacturer; if any LED light components are replaced with components of other manufacturers, and in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, excessive daylight burn hours (7 days/yr), and operation at an ambient temperature higher than the normal specified operating range of the system. Manufacturer shall not be responsible for any failure of its products that result from external causes, including but not limited to acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.
- 5) Notwithstanding anything to the contrary in this limited warranty document, an LED module of a Product unit shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the individual module do not light.

3. Remedy:

- 6) If any individual Product unit fails to meet the warranties described in the first sentence of paragraph 1 above, then Manufacturer shall correct such failure either by, at its option, (i) repairing any defective or damaged units or part or parts of the Products, or (ii) making available, F.O.B. Manufacturer's plant, any necessary replacement or repaired or replacement parts. Except as described in paragraph 3(b), Manufacturer is not responsible for labor and other costs and expenses in connection with such product failures.

4. To Make a Warranty Claim:

- 7) No products may be returned until Purchaser has contacted Manufacturer and received a Return Material Authorization ("RMA"). To make a warranty claim, retain the failed products and notify a GE Lighting Systems, Inc. customer service manager within thirty (30) days of the failure. After contacting and receiving an RMA number from Manufacturer, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product or part. The Product or part must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this warranty.
- 8) Manufacturer reserves the right to examine all failed Products to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any Product or components are defective and covered under this warranty.

5. Limits Of Liability:

- 9) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. The provisions of this document constitute Manufacturer's sole warranties and Purchaser's sole and exclusive remedy for failure of Manufacturer's products to conform to the warranties specified above.
- 10) The total liability of Manufacturer on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of, connected with, or from Manufacturer's performance or breach of this warranty or from the manufacture, sale, delivery, resale, repair, replacement or use of any Product, or the furnishing of any service, shall in no event exceed the price allocable to the specific Product which gives rise to the claim; and any and all such liability shall terminate upon the expiration of Manufacturer's applicable warranty period specified in section (a) above. If Manufacturer furnishes advice or other assistance which concerns any product, or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance shall not subject Manufacturer to any liability, whether in contract, warranty, tort (including negligence) or otherwise. IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL MANUFACTURER BE LIABLE FOR LABOR CHARGES, LOSS OF PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS, COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE.

10 Year Limited LED Warranty

Amerlux® LLC

Industry Leading 10 Year Limited Warranty

For Certain North American LED Products Purchased on or after February 1, 2011

Amerlux® Lighting Solutions, LLC ("Amerlux"), 178 Bauer Drive, Oakland, NJ 17436, warrants to the original purchaser of Amerlux Domestic LED products manufactured and purchased on or after February 1, 2011 for which the Amerlux® Spec Sheet located on our website contains the words "10 year limited warranty" that, subject to the below terms and conditions of this warranty, when such LED products are properly installed they will comply with Amerlux®'s published product specifications for such products and will be free from material defects in material and workmanship for a period of ten (10) years from the date of manufacture by Amerlux®, or, if lesser, 50,000 hours of operation. The date of manufacture (the "Manufactured Date") shall be the date of manufacture placed on the product by Amerlux® prior to shipment.

The above express limited warranty is extended by Amerlux® only to the original or first end-user purchaser and only for the original installed location. This warranty is non-transferrable, whether by assignment or operation of law. The original purchaser must provide warranty claims to Amerlux within the warranty period promptly upon discovery and in accordance with Amerlux®'s Return and Repair Procedures as outlined within this document.

Should any defects be found by Amerlux® upon its inspection of the properly returned product, Amerlux®'s sole responsibility and liability under this warranty will be, at its option, to either repair or replace the defective part or parts or else make available a new replacement unit that will provide equal or better performance. All decisions regarding the existence or non-existence of defects or otherwise affecting the warranty shall be made by Amerlux® and shall be final and binding on all parties. Where a defective LED product is replaced under this warranty, the balance of the original warranty period shall remain effective.

Conditions and Exclusions

This warranty is conditioned upon proper installation, use and maintenance. This warranty will automatically become null and void and shall not be applicable to any LED fixture which (i) has not been timely paid for, (ii) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL) or with Amerlux®'s instructions and guidelines, (iii) has been moved from its original installation, (iv) has been installed within an area that has exposure to sulfur or any area with high acidic compounds in use, (v) has been operated in an ambient temperature or humidity that is higher than 35 degrees Celsius, (vi) has been subjected to a lightning strike, power surge or overvoltage condition, (vii) has its LED Board subjected to static electricity due to failure

to discharge same prior to connecting or disconnecting the lead from the LED board, (viii) was not installed and/or operated in accordance with Amerlux®'s instructions and guidelines, (ix) has been mishandled, misused, abused, tampered with, modified or altered by anyone other than Amerlux®, (x) has been subjected to abnormal stresses and operating conditions, or (xi) has been operated without overvoltage and lightning protection devices in place.

Limitations

Year 1 (from Manufactured Date to 1st anniversary of Manufactured Date):

Recessed, Linear and Exterior LED Light Fixtures:

If Amerlux® receives a warranty claim during Year 1 for a recessed, linear or exterior LED fixture, Amerlux® will provide a technician to make the warranty determination and, if covered by this warranty, field repairs for recessed, linear and exterior (but not track mounted) LED fixtures. There may be a charge for such technician should it be determined that the component or fixture or failure was not covered by this warranty. Please note that such repair costs will not cover any special jobsite conditions such as union labor, lift rental, night work, special site requirements such as hazardous material training, OSHA 10, H25 or PPE Certificates or any special site specific training or contractor orientation. Should such special requirements exist on a jobsite so that the installing contractor must make the repairs, then Amerlux® will allow a \$25 labor charge for each of the following: Driver Replacement, LED Module Replacement, LED Head Replacement, LED Trim Subassembly Replacement or Replacement of a Linear LED tray.

Track Fixtures:

Track Fixtures need to be removed and returned, at purchaser's cost and expense in accordance with Amerlux®'s Return and Repair Procedures as outlined within this document. Track Fixtures determined to be covered by this warranty will be repaired or replaced and returned to purchaser in accordance with this warranty document at no cost to purchaser.

Years 2 thru 5 (from 1st to 5th anniversary of Manufactured Date):

All LED Light Fixtures:

Complete fixtures, or just certain non-working components as determined by Amerlux®, will need to be removed and returned to Amerlux® for evaluation in accordance with Amerlux®'s Return and Repair Procedures as outlined within this document. Components determined to be covered by this warranty will be repaired or replaced in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping costs and for all labor and related costs and expenses.

Years 6 thru the end of the warranty (from 5th to 10th anniversary of Manufactured Date or, if earlier, 50,000 hours of operation):

All LED Light Fixtures:

This warranty will cover only the LED module (i.e., the LED Board and the LED chips); no other component or fixture will be covered by this warranty after the sixth anniversary of the Manufactured Date. LED modules will need to be removed and returned, at purchaser's cost and expense in accordance with Amerlux's Return and Repair Procedures as outlined within this document. An LED Module will not be in breach of this warranty document unless it is generating less than sixty-five percent (65%) of the lumens of the original specification (as per the products' cut sheet) for such LED Board at the Manufactured Date (the "Original Lumens"). If an LED module is determined by Amerlux® to be in breach of this warranty, Amerlux® will provide a new LED module with lumen output that is equal to or higher than the Original Lumens in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping costs in accordance with Amerlux's Return and Repair Procedures as outlined within this document.

Disclaimers & Limitations of Liability

The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory, by operation of law or course of performance, or otherwise, are given, herein expressed or otherwise received. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AMERLUX® DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LED PRODUCTS AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

LIMITATION OF LIABILITY. Other than the obligation to repair or replace as provided above, Amerlux® shall have no liability for any losses, expenses or damages as a result of the installation, use, inability to use, removal or replacement of any LED product. Amerlux® will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down time cost or claims of claimant's customers. Amerlux's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any LED product, any aspect of this warranty or for any products or services furnished hereunder shall not exceed the price of the fixture which gives rise to the claim.

Return and Repair Procedures

All warranty requests and or questions are to be directed to Amerlux's Customer Service Department (CSD) at 973-882-5010. If deemed necessary, the CSD will issue a Returned Merchandise Authorization (RMA) number which must be included on both the packing slip of the component or fixture being returned and on the outside of the box. You must include your name and contact information, including your email

address, on the packing slip so that we can contact you easily. If the fixture in question is a track head, the entire fixture will need to be returned. If the fixture is a recessed or pendant fixture, a portion of the fixture or only the LED Driver (power supply unit) or possibly the LED Board (lens covered lighted section) will need to be returned, depending on the problem being experienced. Please note that for recessed fixtures, the proper ESD (electro-static discharge) procedures must be followed prior to handling the lead to the LED Board. Also, each component or fixture must be packaged very carefully and properly so as to prevent damages in shipment and must be shipped freight prepaid. Please obtain a proof of delivery to ensure that the material is received.

Once the component or fixture has been received and tested, an evaluation report will be provided to the end user via email. This report will clarify the following:

- A) The component / fixture is covered under the warranty policy and will either be repaired or replaced.
- B) The component / fixture is not covered under the warranty policy and the reason for this determination.

If Amerlux® determines that the component or fixture is covered under the warranty, then the appropriate repairs will be started or a replacement fixture will be manufactured and shipped. Please note that in the event the returned component or fixture is found not to be covered under this warranty, you may be subject to a labor charge for the evaluation process and will be responsible for all return shipping charges and fees. For components and fixtures determined to be covered under this warranty prior to the first anniversary of the Manufactured Date, the repaired or replacement component or fixture will be returned to you at no charge. You will be responsible for all other shipping charges.

No Labor Reimbursement

All components and fixtures determined to be covered by this warranty as provided above, will be repaired or replaced at no charge to the customer, however, except as expressly provided above with respect to recessed and linear fixtures during the first year, the customer must hire and pay for an electrician to remove and reinstall such components and fixtures. No labor costs will be covered for the removal or reinstallation of any components or fixtures. The warranty does not cover modifications, repairs or replacements, or the related labor or materials costs, that may be necessary to facilities or third party products in connection with the removal, repair, or replacement of any LED product under this warranty.

Special Notes

1. Normal wear and tear on the fixture is not covered by this warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected. No cosmetic repairs will be made. Exterior poles are only warranted for the first twelve months following the Manufactured date.

2. The above is the only warranty made by Amerlux with respect to Amerlux® LED products. No dealer, distributor, or any other person or entity is authorized to make any representation, warranty or promise on behalf of Amerlux or any of its affiliates.

3. Under no circumstances shall the above warranty on any LED product exceed the lesser of ten (10) years or 50,000 hours of operation.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

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 \$202.93. 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 September 28, 2015, will result in the immediate termination of your water service.

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

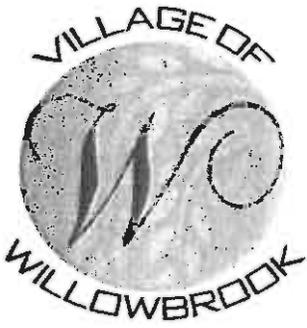
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

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 \$218.08. 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 September 28, 2015, will result in the immediate termination of your water service.

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

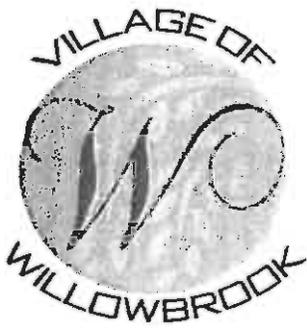
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, Il 60527 or call 630-920-2238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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Haven Nail
834 75th St
Willowbrook Il 60527

Re: Account No. 410735.004
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$711.76. 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 September 28, 2015, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

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 \$198.48. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 28, 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.

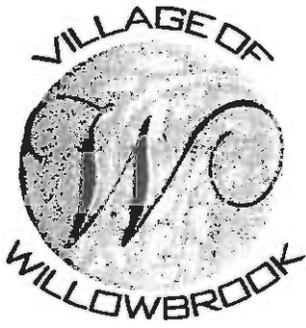
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Medco Tools
7510 Madison
Willowbrook Il 60527

Re: Account No. 410395.000
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$365.08. 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 September 28, 2015, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

O'Connell, Colleen
6648 Snug Harbor Dr
Willowbrook II 60527

Re: Account No. 112215.003
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$267.19. 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 September 28, 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.

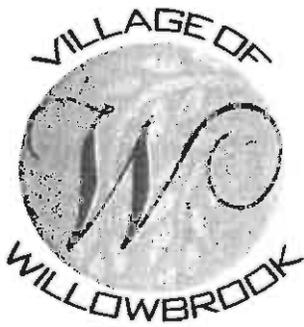
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, II 60527 or call 630-920-2238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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Temen, Kenneth
413 W 79th St
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 110120.001
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$216.83. 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 September 28, 2015, will result in the immediate termination of your water service.

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

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

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

Village Administrator

Tim Halik

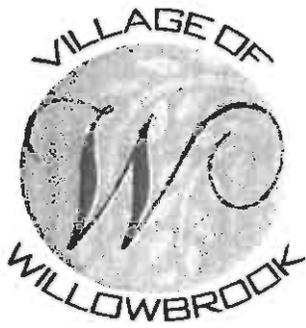
Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

August 27, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

Willowbrook Inn
255 Shelley Rd
Elk Grove Village Il 60007

Re: Account No. 410295.002
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$18203.09. 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 September 28, 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

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

PROCLAMATION RECOGNIZING DEPUTY CHIEF MARK ALTOBELLA
FOR 25 YEARS OF SERVICE TO THE VILLAGE OF
WILLOWBROOK.

AGENDA NO.

7

AGENDA DATE: 09/28/2015**STAFF REVIEW:** MARK SHELTON**SIGNATURE:** **LEGAL REVIEW:** TOM BASTIAN**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** TIM HALIK**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook has recognized employees with various years of service and dedication to their profession while serving its residents and businesses. Deputy Chief Mark Altobella has been a Police Officer with the Village of Willowbrook for 25 years.

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

On September 17th, 1990, the Village of Willowbrook first employed Mark J. Altobella in the capacity of Patrol Officer. During Deputy Chief Altobella's 25 years of tenure he has received numerous letters and commendations within the department. Deputy Chief Altobella continues to exhibit his dedication, courtesy, and commitment to the residents, businesses and employees of the Village of Willowbrook.

ACTION PROPOSED:

Approve Motion.

Village of Willowbrook

Proclamation

WHEREAS, on September 17, 1990, the Village of Willowbrook employed Mark J. Altobella in the capacity of Patrol Officer. Mark has been assigned many extra duty assignments including Evidence Technician, Field Training Officer, Investigative Unit as a Detective, Juvenile Officer and Accreditation Manager. He currently holds the title of Deputy Chief of Police; and

WHEREAS, Mark Altobella has been involved in numerous major case investigations while in Detectives and as a member of FIAT Major Crimes Task Force. On September 14, 2004, Detective Altobella assisted in the investigation of a triple homicide that occurred at the Denny's Restaurant. During the course of this investigation, Detective Altobella flew down to NASA in Cape Canaveral, FL where video specialists were able to enhance a video tape showing the suspect commit the crime; and

WHEREAS, Detective Altobella also investigated a deceptive practice case in 2011 where the offender wrote a bad \$40,000.00 check and received a valuable baseball card collection. Detective Altobella developed information on the suspect and was able to locate him and recovered the baseball card collection; and

WHEREAS, on August 2, 2015, while in charge of the department, a 66 year old female Willowbrook resident was reported missing. Deputy Chief Altobella coordinated the search efforts for the missing person, which included aerial, ground, and K-9 searches; and

WHEREAS, on August 29, 2015, Deputy Chief Altobella oversaw the intense investigation of a Home Invasion where a 26 year old female victim was brutally attacked and beaten in her Willowbrook home. Numerous investigators from the FIAT Major Crimes Task Force assisted Willowbrook Detectives during this investigation. Subsequently, the violent offender was captured within five (5) days of the incident; and

WHEREAS, Deputy Chief Altobella has received numerous Department and Citizen Letters of Appreciation for his assistance to residents and various outside agencies during the performance of his duties within the Willowbrook community.

NOW, THEREFORE, I, FRANK TRILLA, Mayor of the Village of Willowbrook, do hereby recognize Mark J. Altobella for twenty-five years of dedicated service to the Village of Willowbrook, its citizens and businesses. I call upon the Board of Trustees, staff and people of the Village of Willowbrook to congratulate Deputy Chief Altobella on his twenty-five years of service to the Willowbrook community.

Proclaimed this 28th day of September, 2015.

Mayor

Attest:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION RECOGNIZING EXEMPLARY SERVICE IN THE LINE OF DUTY AND APPROVAL OF A MERITORIOUS SERVICE AWARD – SERGEANT MICHELLE STRUGALA.

AGENDA NO.**8****AGENDA DATE:** 09/28/2015**STAFF REVIEW:** MARK SHELTON**SIGNATURE:** **LEGAL REVIEW:** TOM BASTIAN**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** TIM HALIK **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook's Personnel Manual allows for village personnel to be awarded a meritorious service award if he/she qualifies under the following circumstances:

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

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

On Tuesday, July 15th, 2015 Sergeant Strugala, Officer Trainor and Officer Babczak responded to 6340 Americana Drive for a reported condominium fire on the 11th floor of the building.

The officers assisted two elderly persons from the 11th floor, carrying them to the ground floor for evacuation and to await fire personnel. The residents on the floor were all able to evacuate the building without injury. The condominium was found to have damage and the 11th floor was closed until ventilation and the securing of individual residences had occurred.

The Village Staff recommends a Meritorious Service Award be given to Sergeant Strugala and Officer Trainor.

ACTION PROPOSED:

Approve Motion.

Village of Willowbrook
County of DuPage
State of Illinois

MERITORIOUS SERVICE AWARD

To All To Whom These Presents Shall Come Greetings:

This Meritorious Service Award is presented on behalf of the Mayor and Board of Trustees and the citizens of the Village of Willowbrook to

SERGEANT MICHELLE STRUGALA

Who has exhibited superior performance that exceeds the standards expected of the profession, in that on Wednesday, July 15th, 2015 at 11:27 p.m., Sergeant Michelle Strugala was dispatched to 6340 Americana Drive to assist the fire department for the report of heavy smoke coming from the 11th floor of the building. Sergeant Strugala along with other Willowbrook Officers were the first to arrive on the scene, immediately proceeded to the 11th floor of the building and observed a heavy concentration of smoke emitting from one of the apartment units. Upon entry to the unit, Sergeant Strugala observed an elderly female resident, who was wheelchair bound in the unit. Sergeant Strugala along with other Willowbrook Officers carried the female down to the lobby from the 11th floor. Sergeant Strugala, upon returning to the 11th floor, encountered an elderly male resident who relies on a motorized scooter for mobility. Sergeant Strugala assisted by other Willowbrook Officers then carried the male subject down to the lobby for medical assistance. Sergeant Strugala then returned to the building and continued to evacuate the 10th, 11th, and 12th floors of the building and directed the remaining residents to the lobby area to receive medical attention for possible smoke inhalation. Tri-State Fire Department then extinguished the fire, which was determined to have originated in the closet area of an apartment, and as a safety precaution, closed the 11th floor of the building.

Sergeant Strugala's unselfish act of duty, bravery and professionalism are to be commended.

The Mayor and Board of Trustees of the Village of Willowbrook hereby recognize these actions and congratulate Sergeant Michelle Strugala on a job well done.

*Given under my hand and the seal
this 28th day of September 2015.*

Attest: _____

Village Clerk

Mayor

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION RECOGNIZING EXEMPLARY SERVICE IN THE LINE OF DUTY AND APPROVAL OF A MERITORIOUS SERVICE AWARD – OFFICER DYLAN TRAINOR.

AGENDA NO.**9****AGENDA DATE:** 09/28/2015**STAFF REVIEW:** MARK SHELTON**SIGNATURE:** **LEGAL REVIEW:** TOM BASTIAN**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:** TIM HALIK **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook's Personnel Manual allows for village personnel to be awarded a meritorious service award if he/she qualifies under the following circumstances:

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

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

On Tuesday, July 15th, 2015 Sergeant Strugala, Officer Trainor and Officer Babczak responded to 6340 Americana Drive for a reported condominium fire on the 11th floor of the building.

The officers assisted two elderly persons from the 11th floor, carrying them to the ground floor for evacuation and to await fire personnel. The residents on the floor were all able to evacuate the building without injury. The condominium was found to have damage and the 11th floor was closed until ventilation and the securing of individual residences had occurred.

The Village Staff recommends a Meritorious Service Award be given to Sergeant Strugala and Officer Trainor.

ACTION PROPOSED:

Approve Motion.

Village of Willowbrook
County of DuPage
State of Illinois

MERITORIOUS SERVICE AWARD

To All To Whom These Presents Shall Come Greetings:

This Meritorious Service Award is presented on behalf of the Mayor and Board of Trustees and the citizens of the Village of Willowbrook to

OFFICER DYLAN TRAINOR

Who has exhibited superior performance that exceeds the standards expected of the profession, in that on Wednesday, July 15th, 2015 at 11:27 p.m., Officer Dylan Trainor was dispatched to 6340 Americana Drive to assist the fire department for the report of heavy smoke coming from the 11th floor of the building. Officer Trainor along with other Willowbrook Officers were the first to arrive on the scene, immediately proceeded to the 11th floor of the building and observed a heavy concentration of smoke emitting from one of the apartment units. Upon entry to the unit, Officer Trainor observed an elderly female resident, who was wheelchair bound in the unit. Officer Trainor along with other Willowbrook Officers carried the female down to the lobby from the 11th floor. Officer Trainor, upon returning to the 11th floor, encountered an elderly male resident who relies on a motorized scooter for mobility. Officer Trainor assisted by other Willowbrook Officers then carried the male subject down to the lobby for medical assistance. Officer Trainor then returned to the building and continued to evacuate the 10th, 11th, and 12th floors of the building and directed the remaining residents to the lobby area to receive medical attention for possible smoke inhalation. Tri-State Fire Department then extinguished the fire, which was determined to have originated in the closet area of an apartment, and as a safety precaution, closed the 11th floor of the building.

Officer Trainor's unselfish act of duty, bravery and professionalism are to be commended.

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

*Given under my hand and the seal
this 28th day of September 2015.*

Attest: _____
Village Clerk

Mayor

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
An Ordinance Approving a Final Plat of Subdivision -
7523 Brookbank Subdivision

AGENDA NO. 10
AGENDA DATE: 09/28/15

STAFF REVIEW: Jo Ellen Charlton, Planning Consultant

SIGNATURE:

Jo Ellen Charlton

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:

THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

TELHL

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

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

The applicant is requesting approval of a two lot subdivision located along the east side of Brookbank Road between 75th and Midway that complies will all requirements of the Zoning Ordinance.

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

The Plan Commission reviewed this plat at a special meeting held on August 26, 2015. The Village Board received the Plan Commission's recommendation at their regular September 14, 2015 meeting. The Plan Commission's recommendation included conditions that the plat they reviewed be revised and reviewed by the engineer prior to the plat being forwarded to the Village Board, and that a condition of approval be included in the ordinance that the plat not be recorded by the Village until all the applicant applies for permits and removes all physical improvements on the property given that the existing principal structure straddles the proposed new lot line.

The plat has been revised and reviewed by the Village Engineer, and the attached ordinance includes the requested condition.

Staff recommends approval of the attached ordinance.

ACTION PROPOSED:

Approve the attached ordinance.

ORDINANCE NO. 15-O-_____

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION
7523 BROOKBANK SUBDIVISION

WHEREAS, on or about August 4, 2015, Cole Court LLC, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village approve a plat of subdivision entitled "7523 Brookbank Subdivision" with respect to the SUBJECT REALTY; and,

WHEREAS, pursuant to 10-3-4G of the Village Code, the zoning officer granted a waiver of the requirement for preliminary plat approval given that the proposed plat met all six conditions of a Minor Subdivision; and

WHEREAS, at a special meeting on August 26, 2015, the Plan Commission reviewed the 7523 Brookbank Subdivision, and forwarded its recommendation dated August 26, 2015 to the Mayor and Board of Trustees for their regular September 14, 2015 meeting, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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

SECTION ONE: That the Final Plat of Subdivision for 7523 Brook Bank Subdivision, as prepared by Haeger Engineering, consisting of one (1) sheet, revision dated September 4, 2015, attached hereto and incorporated herein as Exhibit "C", be and the same is hereby approved, and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are hereby authorized to execute said Plat.

SECTION TWO: That the relief granted in Section One of this Ordinance and the final approval of the Plat of Subdivision are expressly conditioned upon the Applicant securing permits for and completing demolition of all physical improvements on the Subject Realty prior to the Village recording the 7523 Brookbank Subdivision in the DuPage County Recorder of Deeds.

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

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 28th day of September, 2015.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit A
Subject Realty

LOT 4 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THE SOUTH 39 FEET THEREOF) IN CLARENDON GARDENS, BEING S SUBDIVISION OF THE NORTH 35 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1944 AS DOCUMENT 462391, IN DUPAGE COUNTY, ILLINOIS;

AND

THE SOUTH 39 FEET OF LOT 4 AND THE NORTH 36 FEET OF LOT 5 IN CLARENDON GARDENS, BEING A SUBDIVISION OF THE NORTH 35 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1944 AS DOCUMENT 462391, IN DUPAGE COUNTY, ILLINOIS.

PINs: 09-26-301-043
 09-26-301-44

Common Address: 7523 Brookbank, Willowbrook, IL 60527

Exhibit B
Plan Commission Recommendation

M E M O R A N D U M

MEMO TO: Frank A.Trilla, Mayor
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 26, 2015

SUBJECT: Approval of a 2 lot Final Plat of
Subdivision - 7523 Brookbank

At the special meeting of the Plan Commission held on August 26, 2015, the above referenced application was discussed and the following motion was made:

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Remkus that the proposed Final Plat of Subdivision for 7523 Brookbank Subdivision meets the requirements of the Zoning Ordinance and Subdivision Regulations as reviewed and recommended by staff and the Village Engineer, therefore I move that the Plan Commission recommend to the Mayor and Village Board approval of said subdivision subject to the following conditions:

1. The final plat documents shall be revised prior to consideration by the Village Board as follows:
 - a. Five foot side yard and ten foot rear yard easements shall be added to both lots utilizing standard language supplied in the Engineer's Review letter dated August 17, 2015.
 - b. The proposed PCBMP Exhibit should calculate total current impervious surfaces and indicate how that existing number will be applied to development on both lots.

2. The plat will not be recorded until all structural and impervious surfaces are removed pursuant to proper permits from the Village.

ROLL CALL: AYES: Commissioners Remkus, Soukup,
Kaucky, Ruffolo, Vice-Chairman Wagner, Chairman Kopp;
NAYS: None. ABSENT: Commissioner Lacayo;

MOTION DECLARED CARRIED

Should any member of the Board have any questions
regarding this matter, please do not hesitate to contact
me.

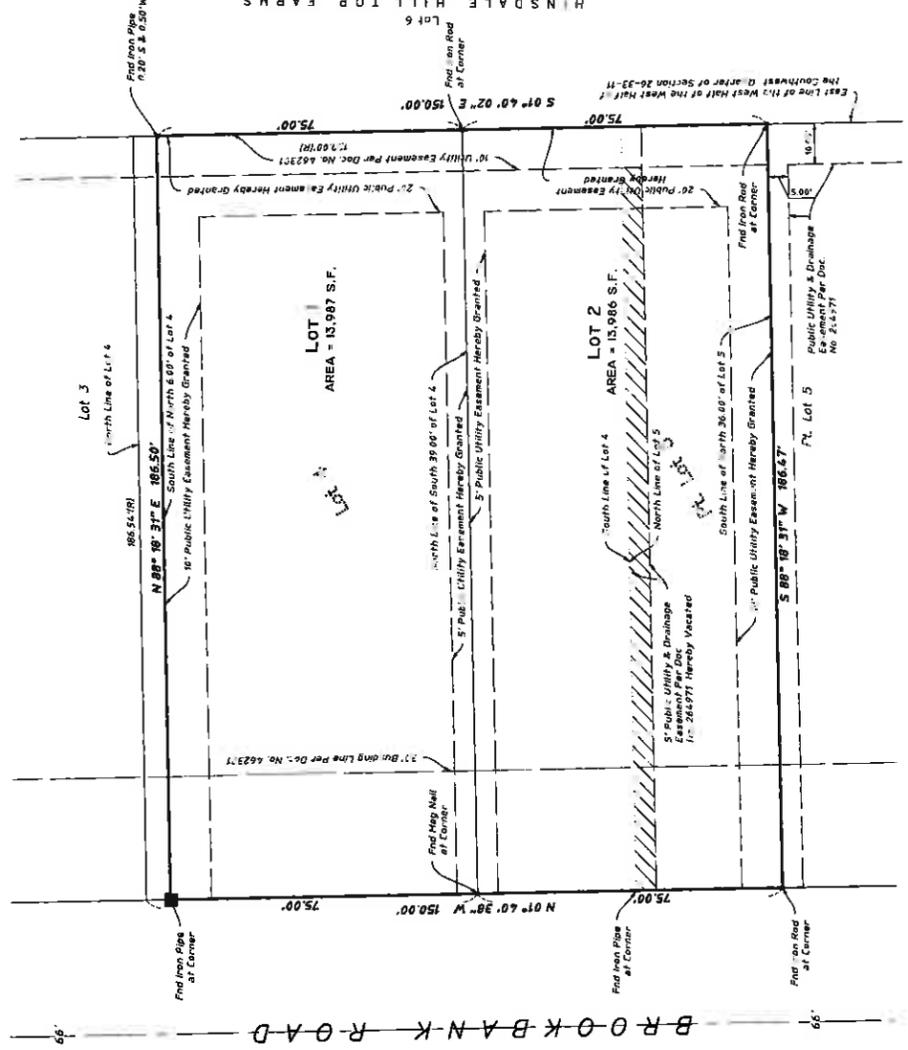
DK:jp

Exhibit C
Plat of Subdivision
"7523 Brookbank Subdivision"

MAIL PLAT TO:
HAGER ENGINEERING LLC
1301 PLUM GROVE ROAD
SCHAMBERG, IL 60173

FINAL PLAT OF SUBDIVISION OF 7523 BROOKBANK SUBDIVISION

BEING A SUBDIVISION OF PARTS OF LOTS 4 AND 8 CLARENDON GARDENS BEING A SUBDIVISION OF THE NORTH 35 ACRES OF THE WEST HALF OF THE SECTION 36, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



LEGEND
 Concrete Monument
 Iron or Found, as noted
 Underlying Subdivision Lot No.
 Ne / Substitution Lot No.
 Ne / Lot Lines
 Boundary Line
 Record
 Measured
 Easement to be scaled

PLAT PREPARED FOR:
 7523 BROOKBANK LLC
 485 S. FRONTAGE ROAD, SUITE 10X
 BURR RIDGE, ILLINOIS 60027

SEND NEW TAX BILL TO:
 7523 BROOKBANK LLC
 485 S. FRONTAGE ROAD, SUITE 10X
 BURR RIDGE, ILLINOIS 60027

THIS PLAT SUBMITTED FOR RECORDING BY:
 VILLAGE OF WILLOWBROOK

OWNER'S CERTIFICATE AND SCHOOL DISTRICT STATEMENT
 STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE }

7523 BROOKBANK LLC DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED SAID PROPERTY TO BE SURVEYED AND RESUBDIVIDED AS SHOWN ON THIS PLAT AND FOR THE PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN. IT FURTHER CERTIFIES TO THE BEST OF ITS KNOWLEDGE THAT THE LAND INCLUDED HEREIN FALLS WITHIN GRADE SCHOOL DISTRICT 82, HIGH SCHOOL DISTRICT 86, AND JUNIOR COLLEGE DISTRICT 502.

SIGNED AT _____ ILLINOIS, THIS _____ DAY OF _____ A.D. 2015.

SIGNED: _____
 PRINTED NAME AND TITLE: _____

NOTARY CERTIFICATE
 STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE }

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID DOES HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SUBSCRIBED TO THE FOREGOING INSTRUMENT ON THIS _____ DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 2015.

PRINT NAME _____
 NOTARY PUBLIC _____
 COMMISSION EXPIRES: _____ (SEAL)

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE }

I DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED SPECIAL ASSESSMENTS OR UNPAID CURRENT ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____ VILLAGE COLLECTOR

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID CURRENT SPECIAL ASSESSMENTS, AND NO DEFERRED SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____ COUNTY CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE }

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE VILLAGE OF WILLOWBROOK STANDARDS AND REQUIREMENTS, AND WORKING DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED AND REVIEWED IN CONFORMANCE WITH THE VILLAGE STANDARDS AND REQUIREMENTS. ENGINEERING FEES DUE TO THE VILLAGE OF WILLOWBROOK HAVE BEEN PAID.

DATED THIS _____ DAY OF _____ A.D. 20____

SIGNED: _____ VILLAGE ENGINEER

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF DUPAGE) SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

SIGNED: _____ CHAIRMAN
 _____ SECRETARY

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF DUPAGE) SS

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

SIGNED: _____ MAYOR
 _____ VILLAGE CLERK

UTILITY/EASEMENT PROVISIONS

PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT, AND OTHER PROPERTY ARE HEREBY GRANTED TO THE VILLAGE OF WILLOWBROOK AND TO THE VILLAGE OF WILLOWBROOK UTILITIES COMPANY, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN. IT FURTHER CERTIFIES TO THE BEST OF ITS KNOWLEDGE THAT THE LAND INCLUDED HEREIN FALLS WITHIN GRADE SCHOOL DISTRICT 82, HIGH SCHOOL DISTRICT 86, AND JUNIOR COLLEGE DISTRICT 502.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH Edison COMPANY AND AMERITECH, GRANTEES. THEIR RESPECTIVE SUCCESSORS, HEIRS, JOINTLY AND SEVERALLY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM, JOINTLY AND SEVERALLY TO CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE PLAT AND MARKED THEREON WITHIN THE DOTTED LINES ON THE PLAT AND DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HERIN GIVEN, AND THE RIGHT TO PLACE OR REMOVE GRANTEES' FACILITIES OR IN, UPON OR ACROSS ANY PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE OF SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE OF SUCH FACILITIES FOR STORM WATER DRAINAGE, DETENTION AND/OR RETENTION PURPOSES ARE GRANTED UNDER A SEPARATE PROVISION OF THIS PLAT, AND FACILITIES FOR SAID PURPOSES, AND APPURTENANCES THERETO, SHALL BE CONTROLLED BY SAID PROVISION.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, SUCCESSORS, HEIRS, JOINTLY AND SEVERALLY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM, JOINTLY AND SEVERALLY TO CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONSTRUCTED OR ERRECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

SURVEYOR NOTES:

- The field work for this survey was completed on August 1, 2015.
- The Horizontal coordinates and basis of bearing shown hereon are assumed.
- The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.



EXPIRES 11-30-16

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

Revised September 4, 2015



MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON
MONDAY, AUGUST 10, 2015 AT THE WILLOWBROOK POLICE
STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the July 13, 2015 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion carried.

4. REPORT – Residential Solid Waste and Recycling Collection Services Contract

Assistant to the Village Administrator Garrett Hummel advised the committee that the Village's 4-year contract with Republic Services is set to expire on December 31, 2015. Hummel reminded the Committee members that in 2007 the Village entered into an exclusive agreement with Republic Services, previously ARC Disposal, to provide scavenger services for the 1,300 single-family residences in town using a toter-based collection system. When the 2007 contract was up in 2011, the Village extended the contract for another 4 years. Hummel stated that Republic submitted a proposal for consideration for another contract renewal, and highlighted the changes including: A price increase of 0% in Year 1 and 2.5% per year in Years 2 through 4, and an increased senior discount which includes 20% off the regular 35-gallon toter rate. Hummel advised that the senior discount was 10% during the previous contract. Chairman Mistele asked about our relationship with the current vendor. Both Administrator Halik and Hummel responded that Republic has been very responsive to resident concerns and complaints and is easy to work with. There have been no problems managing the contract. Chairman Mistele then asked what resident feedback has been on the citizen survey. Hummel reminded the Committee members that when the Village switched from a bag-and-tag type program to a toter based program, there were some unhappy residents, but those were primarily residents that did not put many bags out at all in a week or a month, so they were faced with a price increase when using even the minimum size available toter. Halik further explained the issue with a bag-and-tag program; that there is a minimum fee in the collection industry to pay for a garbage truck with driver to pick up refuse and recycling. If a resident only puts out a limited number of bags on a weekly or monthly basis, the revenue collected is not enough to pay for the service. Therefore, the cost of the sticker must increase. This increase then impacts the larger family that puts out multiple bags a week. In essence, the larger family is then subsidizing the cost of collection for the individual or couple through the increased sticker prices. Hummel agreed, and also commented that the smaller families have argued that by going to a toter-based system they are now subsidizing the collection

costs for larger families. However, there is a choice of three different sized toters to use based on the volume of refuse they produce. With regard to feedback on the resident survey, Hummel stated that there have not been any complaints in recent years. Chairman Mistele asked about white goods. Hummel provided information regarding the collection of large items including appliances and white goods. Chairman Mistele commented that if costs remain competitive and we have a good relationship with the vendor, he would be inclined to renew the contract. Trustee Oggerino agreed. Halik shared that staff had received an indication of pricing from Groot from the Downers Grove Township, which was based on a Naperville contract, and that pricing seemed to be generally comparable to our pricing at Republic. Trustee Oggerino inquired about the collection of computer equipment. Hummel responded with information on several locations within DuPage County that accepts computer equipment. In conclusion, the Committee supported a contract renewal with Republic Services. Hummel stated that he will work with Republic to draft the renewal contract and it will be brought before the full Board for consideration in the near future, before the end of the year.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of July 2015. The Village has taken in about \$22,600 in permit revenue for the month. Halik advised that in total for the first three months of fiscal year 2015/16, the Village has received approximately 27.5% of the anticipated FY2015/16 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for June 2015. The reports indicate that the Village pumped 29,447,000 gallons of water in the month, bringing the total amount pumped for the first two months of the fiscal year to 58,660,000 gallons. Halik stated that we have pumped about 5% less water this year so far as compared to the same time frame of last year. Halik shared that we are on track so far in reaching our estimated pumpage projection for the year of 350,000,000 gallons.

6. VISITOR'S BUSINESS

(None)

7. COMMUNICATIONS

Administrator Halik was asked by Chairman Mistele to provide an update on the painting of the 67th Street water tank, specifically, whether the Lake Hinsdale Village Homeowners Association would object to displaying the Village logos on the tank. Halik advised that he had attended an LHV HOA meeting to present the tank project and answer any questions the LHV Board or their residents had. Subsequently, the LHV Board decided that they did not object to the Village logos being displayed and also declined our offer to add the LHV logo to the west face of the tank.

Administrator Halik was asked by Trustee Oggerino to provide an update on the status of the contract with Williams Architects for the police renovation project. Both Chairman Mistele and Administrator Halik shared several outstanding issues with the draft contract language including scope of work and associated fees. However, it is hoped that the contract language could be agreed upon soon so the contract can be considered by the Board at an upcoming meeting.

8. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Oggerino. The meeting was adjourned at 6:22 PM.

(Minutes transcribed by: Tim Halik, 9/3/15)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, AUGUST 4, 2015, AT THE VILLAGE POLICE STATION BUILDING, 7760
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Commissioner Landsman called the meeting to order at the hour of 7:06 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Robert Pionke, and Rene Schuurman.

ABSENT: Chairman Richard Cobb, and at time of Roll Call – Commissioners Carol Lazarski and Doug Stetina.

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

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JULY 7, 2015

The Commission reviewed the July 7, 2015 minutes.

MOTION: A Motion was made by Commissioner Pionke and seconded by Commissioner Grimsby to approve the July 7, 2015 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORT – EVENT UPDATES

a. Touch-A-Truck

Commissioner Grimsby questioned where this event was advertised. Interim Superintendent Fenske advised that it was posted on the Village website, flyers were posted, and DuPage County Visitors Bureau website.

Interim Superintendent Fenske related that this event was held on July 10th. Approximately 350-400 people attended this event.

b. Family Movie Night

Interim Superintendent Fenske advised that this event was held on July 17th. The movie “Big Hero 6” was presented. Approximately 15-20 families were in attendance.

***NOTE: Commissioner Doug Stetina arrived at 7:15 p.m.

c. Community Yard Sale

Interim Superintendent Fenske stated that this event was held on July 25th. There were 16 sellers that registered for tables and 14 sellers were in attendance. This event was advertised through Metromix.com and the Suburban Life Newspaper. Flyers were also distributed around the Village. There was a steady stream of shoppers throughout the day.

5. DISCUSSION – INTERGOVERNMENTAL AGREEMENT WITH THE BURR RIDGE PARK DISTRICT

Administrator Halik related that he and Mayor Trilla met with representatives from the Burr Ridge Park District to explore areas that can be combined and outsourced. One of the areas identified was the formatting and printing of the Park Program Guide. This agreement will also allow Willowbrook residents to register for Burr Ridge programs and receive the resident rate.

Administrator Halik advised that Willowbrook will continue to run the athletic programs and special events. The Burr Ridge Park District offered to provide part time staffing for these events.

Administrator Halik stated that this agreement is good for one year. This will allow for a trial period to make sure that this arrangement works for both entities. If this agreement does work well, there is an option to renew.

The Parks Commission concurred with the intergovernmental agreement with the Burr Ridge Park District and bring forward to the Village Board for approval.

6. DISCUSSION – CONCEPTUAL PLANNING – COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE

Administrator Halik reviewed the conceptual plan for the new Community Resource Center, located at 825 Midway Drive.

*** NOTE: Commissioner Carol Lazarski arrived at 7:30 p.m.

Administrator Halik advised that the tentative move in date would be the Fall of 2016. Recommendations were made to enlarge the kitchen area, include a coat room, and outdoor seating space.

7. VISITORS' BUSINESS

There was no Visitors' Business.

8. COMMUNICATIONS

a. Willow Pond Park Renovation Project

Interim Superintendent Fenske advised that he had met with other area park districts. Discussion involved that some OSLAD grants will be released. Administrator Halik stated that after speaking with the project consultant, John Vann, he advised that the OSLAD funds will be released eventually.

b. Lake Hinsdale Park Renovation Project

Administrator Halik related that this project was moving forward until the DCEO grant was suspended. The Governor's Office has taken a position that without a current state budget in place, there is no vehicle to dispense this money. Administrator Halik advised that once the budget is passed, hopefully this money will be released.

9. ADJOURNMENT

MOTION: Made by Commissioner Schuurman, seconded by Commissioner Lazarski to adjourn the meeting at the hour of 8:00 p.m.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 1, 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 August 10th, 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 Sue Berglund.

1. Reviewed the July 13th, 2015 Public Safety Committee Meeting Minutes.
The Committee approved the July 13th, 2015 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 06/22/2015 – 07/19/2015 - Information.
4. Reviewed the Monthly Expenditure Report for July 2015 – Information.
5. Reviewed the Monthly Offense Summary Report for July 2015 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
 - Sergeant Michelle Strugala
 - Officer Eric Babczak
 - Officer Dylan Trainor
 - Officer David Gaddis
 - Officer Darren Biggs
 - Officer Nick Volek
 - Secretary Lori Rinella
7. DISCUSSION ITEMS
 - Incident # 15-5535
Deputy Chief Altobella gave a brief review of Incident #15-5535 and advised we are awaiting the results of the Coroner's report.
8. EXECUTIVE SESSION

DISCUSSION – Pursuant to 5 ILCS 120/2(c) (21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Minutes As Mandated by 5 ILCS 120/2.06(d), For Purposes of Possible Release.
None

RESOLUTION

A Resolution making a determination relative to the release of Executive Session Minutes pursuant to the Illinois Open Meetings Act.

The Committee approved the Resolution for release of Executive Session Minutes pursuant to the Illinois Open Meetings Act.

9. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).
None

10. ADJOURNMENT
The meeting was adjourned at 6:24 p.m.

NEXT MEETING SCHEDULED SEPTEMBER 14TH, 2015 AT 6:00 P.M.