

A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 11, 2009, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE
5. ROLL CALL
6. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - April 27, 2009 (APPROVE)
 - c. Warrants - May 11, 2009 - \$143,162.16 (APPROVE)
 - d. RESOLUTION NO. 09-R-28 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CONTRACT WITH THE JIM WATERSON CONSTRUCTION CO. FOR THE INSTALLATION OF PARK PLAYGROUND EQUIPMENT (ADOPT)

NEW BUSINESS

7. OFFICIAL SWEARING IN - OFFICER NICHOLAS R. VOLEK
8. OFFICIAL APPOINTMENT TO RANK OF SERGEANT - OFFICER ARTHUR P. SVEHLA
9. PROCLAMATION - RECOGNIZING EAGLE SCOUT RYAN T. DAVI
10. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
11. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT FOR EMPLOYMENT OF THE VILLAGE ATTORNEY

12. EXECUTIVE SESSION
13. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR - PHILIP J. MODAFF
14. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF MUNICIPAL SERVICES - TIMOTHY HALIK
15. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF FINANCE - SUZANNE M. STANISH

OLD BUSINESS

16. COMMITTEE REPORTS
17. ATTORNEY'S REPORT
18. CLERK'S REPORT
19. ADMINISTRATOR'S REPORT
20. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 27, 2009, AT THE VILLAGE HALL, 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 7:30 p.m. by Acting Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, Timothy McMahon and Acting President Napoli. ABSENT: Trustee Dennis Baker. Also present were Village Clerk Leroy Hansen, Village Attorney Thomas Good, Village Administrator Phil Modaff, Chief of Police Edward Konstanty, Director of Finance Sue Stanish, Director of Municipal Services Timothy Halik, Superintendent of Parks & Recreation Walter Righton and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Acting President Napoli asked everyone to join him in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 13, 2009 (APPROVE)
- c. Warrants - April 27 2009 - \$102,225.80 (APPROVE)
- d. MOTION TO APPROVE - MOTION TO APPROVE PAYMENT OF THE DUMEG "FAIR SHARE" CONTRIBUTION FOR 2009/10 - \$13,520.00 (APPROVE)
- e. MOTION TO APPROVE - PAYMENT FOR NORTHEAST MULTI REGIONAL MEMBERSHIP ASSESSMENT FEE FOR 2009/10 - \$2,790.00 (APPROVE)
- f. MOTION TO APPROVE - PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT: PAYOUT #7 - PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION - \$134,550.00 (APPROVE)
- g. MOTION TO APPROVE - REQUEST FOR WAIVER OF PERMIT FEES - WEST SHRINE CLUB - APRIL 31 THRU MAY 2, 2009 (APPROVE)
- h. RESOLUTION NO. 09-R-20 - A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2009 SPRING BRUSH

- COLLECTION PROGRAM - HOMER TREE CARE, INC.
(ADOPT)
- i. RESOLUTION NO. 09-R-21 - A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. (ADOPT)
 - j. RESOLUTION NO. 09-R-22 - A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. (ADOPT)
 - k. RESOLUTION NO. 09-R-23 - A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC CONTROL AGREEMENT - SUPER 8 MOTEL (ADOPT)
 - l. RESOLUTION NO. 09-R-24 - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT - LINDA S. PIECZYNSKI - VILLAGE ORDINANCE PROSECUTIONS (ADOPT)
 - m. RESOLUTION NO. 09-R-25 - A RESOLUTION URGING PASSAGE OF A COMPREHENSIVE CAPITAL INFRASTRUCTURE PROGRAM

Acting President Napoli asked if any Board Member wanted any item(s) removed from the Omnibus Vote Agenda for discussion or correction.

Trustee Mistele requested that Item 4b be removed for correction.

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to approve the Omnibus Vote Agenda exclusive of Item 4b.

ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

Trustee Mistele noted that within the minutes of the April 13, 2009 meeting, Item No. 11, the motion reads "Made by Trustee Schoenbeck, seconded by Trustee Schoenbeck". The minutes should read "Made by Trustee Schoenbeck, seconded by Trustee Mistele."

MOTION: Made by Trustee Schoenbeck, seconded by Trustee O'Connor, to approve Agenda Item No. 4b as amended.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

NEW BUSINESS

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

There was no visitors business.

6. DELINQUENT WATER BILLS

Director Halik reported to the Board that there were two delinquent water bills in the amounts of \$54.10 and \$121.36, respectively, and requested permission to proceed as per past Village policy.

7. PROCLAMATION - RECOGNIZING MAY 3, 2009 THRU MAY 9, 2009 AS MUNICIPAL CLERKS WEEK

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to approve the proclamation recognizing Municipal Clerks Week.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

8. PROCLAMATION - RECOGNIZING MAY 15, 2009 AS PEACE OFFICERS' MEMORIAL DAY AND MAY 11, 2009 THRU May 15, 2009 AS POLICE WEEK

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to approve the proclamation recognizing Peace Officers' Memorial Day and Police Week.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

9. PROCLAMATION - RECOGNIZING MAY 17, 2009 THRU MAY 23, 2009 AS NATIONAL PUBLIC WORKS WEEK

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to approve the proclamation recognizing National Public Works Week.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

10. MOTION - MOTION TO CONCUR WITH VILLAGE PRESIDENT'S RECOMMENDATIONS FOR REAPPOINTMENT

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to concur with Village President's recommendations for reappointments.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

11. RESOLUTION - A RESOLUTION AUTHORIZING THE ACTING VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT - DOME CORPORATION OF NORTH AMERICA - FOR CONSTRUCTION OF A ROCK SALT STORAGE BUILDING

Director Halik informed the Board that a public bid opening was conducted on April 14, 2009 and two bids were submitted prior to that date. Dome Corp. of North America submitted the lowest qualified bid, which came in over \$22,000 lower than estimated. Staff contacted several of the professional references submitted by Dome Corp. and received favorable responses. The substantial completion date for the salt storage building is anticipated as June 25, 2009.

MOTION: Made by Trustee Mistele, seconded by Trustee McMahon, to adopt Resolution No. 09-R-26.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

12. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE THE PURCHASE AND DELIVERY OF PARK PLAYGROUND EQUIPMENT FROM NUTOYS LEISURE PRODUCTS IN AN AMOUNT NOT TO EXCEED \$45,749.00

Superintendent Righton advised the Board that the Waterford Park playground project has been included in the Village's Long-Range Plan for the past several years and had been budgeted at \$74,000 in the FY09-10 budget. Last November the Finance/Administration Committee approved the concept of the playground renovation. An ad hoc committee was formed to develop a playground plan and on March 25, 2009 the ad hoc committee unanimously approved the plan that is before the Board this evening. On April 7, 2009, the Committee's plan was unanimously approved by the Parks & Recreation Commission and on April 13, 2009 the Finance/Administration Committee supported the Commission's recommendation. Mr. Righton informed the Board that since the selected playground equipment is available from just one source, bid requirements must be waived. The Staff was authorized to seek competitive bids for the professional installation of the equipment and to present the bid results to the Finance/Administration Committee at the meeting on May 11, 2009.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to adopt Resolution No. 09-R-27.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

13. REPORT - WILLOWBROOK POLICE DEPARTMENT 2008 ANNUAL REPORT

Chief Konstanty presented the Police Department's 2008 Annual Report.

- Service codes increased 41% as compared to last year.
- DUI arrests increased by 46% as compared to last year.

- Traffic accidents were reduced by 22 accidents as compared to last year.
- The Department was recredited for the fifth consecutive time and were recognized by CALEA as a "Flagship" agency.
- Three officers were honored by the DuPage 100 Club with the "Distinguished Award of Valor" for their actions of saving a woman's life at Willow Pond.
- The Cadets participated in 2008 National Law Enforcement Explorer Conference.
- Two employees, Marianne Koerfer and Joseph Pec, retired from the Village this past year.
- The Red Light Program is proceeding at a planned pace; it has been pushed back slightly at this time due to some issues with the State.

Acting President Napoli accepted the report and congratulated Chief Konstanty and his department on the well done report.

14. MOTION - MOTION TO APPROVE - FY 2009-10 BUDGET

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to approve the FY 2009-10 Budget.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

OLD BUSINESS

15. COMMITTEE REPORTS

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Schoenbeck had no report.

Trustee O'Connor had no report.

Trustee McMahon had no report.

16. ATTORNEY'S REPORT

Village Attorney Good had no report.

17. CLERK'S REPORT

Village Clerk Hansen had no report.

18. ADMINISTRATOR'S REPORT

Administrator Modaff congratulated the Staff on the significant items on the agenda this evening that were a culmination of a lot of work over the last few months. First and foremost was the Annual Police Report, which is a well put together report. Also, the Public Works Garage, as Trustee Mistele pointed out, we have made payouts now through about 60% completion and the salt dome construction project. The Village is fortunate to have Director Halik, who is a Master Code Official, who can supervise the construction of the building in addition to his already very full, full time job. Also, congratulations to Director Stanish for the preparation of the budget and to the Board for approving a surplus budget. In addition, Administrator Modaff noted that Superintendent Righton has an outstanding process in approving the types of park projects such as the Waterford playground where he engages residents from the neighborhood to come out to select the equipment along with members of the Parks Commission.

Administrator Modaff wanted to affirm the position he had gotten from the Board members and the Plan Commission with regard to a potential fast food restaurant in the Town Center. He noted he had met with Rick Filler from the Town Center who updated Mr. Modaff on the potential Chik-Fil-A restaurant. Mr. Modaff informed Mr. Filler that the Board generally was not in support of that type of restaurant, which would include a drive-thru and that was not what was envisioned by the Board for the premium property locations there.

The consensus of the Board was that they were not in support of a fast food type restaurant at one of the premium restaurant locations at the Town Center.

Administrator Modaff informed the Board that the joint Plan Commission/Village Board meeting will be held on May 20 where we will start to look at the sign code.

Trustee McMahon commented that from the Finance Committee perspective he really appreciated how the budgeting process has evolved over the last five years or so; we are coming in with logical budgets and a good comprehension of them.

19. EXECUTIVE SESSION

There was no need for an Executive Session.

20. ADJOURNMENT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to adjourn the regular meeting at the hour of 7:55 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: Trustee Baker.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2009

Acting Village President

Minutes transcribed by Mary Partyka.

W A R R A N T S

May 11, 2009

GENERAL CORPORATE FUND -----	\$ 76,345.94
WATER FUND -----	47,010.36
HOTEL/MOTEL TAX FUND -----	4,392.72
T I F SPECIAL REVENUE FUND -----	306.00
WATER CAPITAL IMPROVEMENTS FUND -----	13,400.00
CAPITAL PROJECT FUND -----	<u>1,707.14</u>
TOTAL WARRANTS -----	\$143,162.16

Sue Stanish by gh
Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2009

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
A.W.P. CUSTOM UNIFORMS (157)	05/12 CK# 72846	\$101.00
7292 UNIFORMS 01-615-345	01-20-570-345	101.00
ACCURINT (21)	05/12 CK# 72847	\$31.55
20090430/APR FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	31.55
ACE STORE NO. 11 (17)	05/12 CK# 72848	\$17.58
407252/4 OPERATING EQUIPMENT 01-451-401	01-30-630-401	5.97
407331/4 OPERATING EQUIPMENT 01-451-401	01-30-630-401	8.49
407333/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	3.12
AFLAC (46)	05/12 CK# 72849	\$42.00
524477ER/APR EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	42.00
AL WARREN OIL CO (2205)	05/12 CK# 72850	\$5,463.98
1520727 GASOLINE INVENTORY 01-190-126	01-190-126	2,403.86
1522984 GASOLINE INVENTORY 01-190-126	01-190-126	1,156.82
1522985 GASOLINE INVENTORY 01-190-126	01-190-126	1,903.30
AT & T LONG DISTANCE (66)	05/12 CK# 72852	\$114.41
854192715/APR PHONE - TELEPHONES 01-420-201	01-10-455-201	114.41
AT & T (67)	05/12 CK# 72853	\$1,379.28
325-2761/APR TELEPHONES 01-451-201	01-30-630-201	21.12
325-2776/APR PHONE - TELEPHONES 01-451-201	01-30-630-201	21.12
R26-5644/APR PHONE - TELEPHONES 01-420-201	01-10-455-201	545.63
R26-5644/APR PHONE - TELEPHONES 01-451-201	01-30-630-201	545.63
Z90-4062/APR PHONE - TELEPHONES 01-420-201	01-10-455-201	245.78
AUTO TRUCK GROUP (153)	05/12 CK# 72854	\$262.60
382548 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	262.60
AZAVAR AUDIT SOULUTIONS INC (158)	05/12 CK# 72855	\$470.30
7542 UTILITY TAX 01-310-205	01-310-205	470.30
BEST QUALITY CLEANING INC (194)	05/12 CK# 72856	\$1,950.00
33554 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,675.00
33559 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	275.00
KENNETH & MADELEINE BIBEAU (2253)	05/12 CK# 72857	\$750.00
7530 PLAZA CT COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	750.00
KARYN A BYRNE (267)	05/12 CK# 72858	\$918.75
FEB - APR 09 CODE ENFORCEMENT INSPECTION 01-565-119	01-40-830-119	918.75
CDW GOVERNMENT, INC. (274)	05/12 CK# 72859	\$388.36
NWH2344 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	388.36
CHRISTOPHER B. BURKE (333)	05/12 CK# 72860	\$8,024.49
50409 REIMB.	01-40-820-259	739.25
86955 REIMB.	01-40-820-259	165.00
86956 REIMB.	01-40-820-259	165.00
86957 REIMB.	01-40-820-259	165.00
86958 REIMB.	01-40-820-259	112.50
86962 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	1,437.25
86963 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	95.00
86965 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	220.00
86966 FEES - ENGINEERING 01-555-245	01-40-820-245	168.00
86968 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	128.00
86990 PLAN REVIEW - BUILDING CODE 01-555-258	01-40-820-258	880.00
87020 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	924.50
87021 PLAN REVIEW - ENGINEER 01-555-254	01-40-820-254	495.00

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
87022 REIMB.		01-40-820-259	567.25
87023 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259		01-40-820-259	1,155.00
87024 FEES- ENGINEERING 01-15-520-245		01-15-520-245	463.24
87026 REIMB.		01-40-820-259	144.50
COMCAST CABLE (365)	05/12 CK# 72861		\$182.48
879820113006504 E.D.P. SOFTWARE 01-410-212		01-10-460-212	182.48
COMM ON ACCREDITATION FOR (367)	05/12 CK# 72862		\$76.00
37193 UNIFORMS 01-451-345		01-30-630-345	76.00
COMMONWEALTH EDISON (370)	05/12 CK# 72863		\$917.57
1844110006 ENERGY - STREET LIGHT 01-530-207		01-35-745-207	917.57
COMMUNICATIONS DIRECT, INC. (371)	05/12 CK# 72864		\$171.50
SR87677 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	121.50
SR87773 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	50.00
CONCRETE CLINIC (376)	05/12 CK# 72865		\$77.89
183860 OPERATING SUPPLIES & EQUIPMENT 01-503-401		01-35-715-401	77.89
CRAIN'S CHICAGO BUSINESS (407)	05/12 CK# 72866		\$97.95
R9630502 FEES DUES SUBSCRIPTIONS 01-420-307		01-10-455-307	97.95
CRIME ANALYSTS OF IL ASSOC INC (415)	05/12 CK# 72867		\$30.00
505/BARNACLE FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	30.00
D & D BUSINESS, INC (2128)	05/12 CK# 72868		\$330.50
2298 OFFICE SUPPLIES 01-420-301		01-10-455-301	230.50
2298 OFFICE SUPPLIES 01-15-510-301		01-15-510-301	50.00
2298 OFFICE SUPPLIES 01-25-610-301		01-25-610-301	50.00
DCPCSA (508)	05/12 CK# 72869		\$45.00
D HAHN SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	45.00
DECISION SYSTEMS COMPANY (454)	05/12 CK# 72870		\$4,350.00
2009111 E.D.P. SOFTWARE 01-25-615-212		01-25-615-212	2,900.00
2009112 E.D.P. SOFTWARE 01-25-615-212		01-25-615-212	1,450.00
DONALD LINDEMAN (1292)	05/12 CK# 72871		\$28.00
SPRNKLR RPR ST & ROW MAINTENANCE OTHER 01-540-328		01-35-755-328	28.00
DUPAGE MAYORS AND MGRS. CONF. (527)	05/12 CK# 72873		\$105.00
5732 FEES DUES SUBSCRIPTIONS 01-420-307		01-10-455-307	105.00
EBLA ENTERPRISE INC (542)	05/12 CK# 72875		\$1,500.00
6544 BNTLY ROW COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109		01-210-109	1,500.00
FALCO'S LANDSCAPING INC (581)	05/12 CK# 72877		\$7,232.26
1796#8 LANDSCAPE - VILLAGE HALL 01-405-293		01-10-466-293	1,800.00
1796#8 CONTRACTED MAINTENANCE 01-615-281		01-20-570-281	3,069.23
1796#8 ROUTE 83 BEAUTIFICATION 01-540-281		01-35-755-281	2,363.03
FINLON STEPHEN (596)	05/12 CK# 72878		\$306.07
09 UNFRMS UNIFORMS 01-451-345		01-30-630-345	267.45
SNIPER INSTRCTN GAS-OIL-WASH-MILEAGE 01-451-303		01-30-630-303	23.93
SNIPER INSTRCTN SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	14.69
ROY GIUNTOLI (690)	05/12 CK# 72879		\$2,000.00
FALL 2008 SCHOOLS CONFERENCE TRAVEL 01-551-304		01-40-810-304	2,000.00
GORDON FLESCH (695)	05/12 CK# 72880		\$220.16
OJC009 COPY SERVICE 01-420-315		01-10-455-315	220.16

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
GORSKI & GOOD (696)	05/12 CK# 72881	\$7,290.00
20142 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	180.00
20144 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	1,530.00
20145 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	3,258.00
20146 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	936.00
20147 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	306.00
20148 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	1,080.00
GORSKI & GOOD (697)	05/12 CK# 72882	\$195.17
20143 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	147.00
20144 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	48.17
SARA HAGE (747)	05/12 CK# 72883	\$868.50
APA CONF SCHOOLS CONFERENCE TRAVEL 01-15-510-304	01-15-510-304	868.50
HINSDALE STUDIO (796)	05/12 CK# 72884	\$271.05
VW 1-04 PUBLIC RELATIONS 01-05-420-365	01-05-420-365	271.05
HOME DEPOT COMMERCIAL (808)	05/12 CK# 72885	\$157.91
1022337 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	10.32
2034890 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	22.97
8095449 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	53.87
9021242 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	70.75
I.R.M.A. (966)	05/12 CK# 72886	\$713.83
CLM #153196-01 REIMBURSEMENTS - IRMA 01-310-901	01-310-901	713.83
ILL. NOTARY DISCOUNT BONDING (861)	05/12 CK# 72887	\$35.90
PARTYKA FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	35.90
ILLINOIS CENTURY NETWORK (862)	05/12 CK# 72888	\$140.00
32653/MAR E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	140.00
ILLINOIS SHOTOKAN KARATE (909)	05/12 CK# 72889	\$786.60
130/WINTER 09 WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	786.60
IND. ELEC. SUPPLY OF HINSDALE (929)	05/12 CK# 72890	\$343.00
169350 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	225.00
169821 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	28.00
170285 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	90.00
KIEFT BROTHERS INC (1051)	05/12 CK# 72891	\$152.75
151916 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	152.75
KING CAR WASH (1057)	05/12 CK# 72892	\$694.00
60/APR 09 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	694.00
KRAMER TREE SPECIALISTS INC. (1080)	05/12 CK# 72893	\$225.00
213488 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	225.00
MEADE ELECTRIC COMPANY (1236)	05/12 CK# 72894	\$371.06
640966 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	179.50
640978 MAINTENANCE - STREEET LIGHTS 01-530-223	01-35-745-223	191.56
MIDWEST LASER SPECIALISTS, INC (1276)	05/12 CK# 72896	\$69.99
1048412 OPERATING SUPPLIES 01-451-331	01-30-630-331	69.99
NATIONAL BUSINESS FURNITURE (1336)	05/12 CK# 72897	\$143.90
ZJ697062-WOD OFFICE SUPPLIES 01-25-610-301	01-25-610-301	143.90
NICOR GAS (1370)	05/12 CK# 72898	\$413.05
95476110002 NICOR GAS 01-405-235	01-10-466-235	413.05

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
OGGERINO PAUL (1432)	05/12 CK# 72899	\$2,130.00
SPRING 2009 TUITION REIMBURSEMENT 01-451-305	01-30-630-305	2,130.00
PACIFIC TELEMAGEMENT SERVICES (2197)	05/12 CK# 72900	\$78.00
112204 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PAK MAIL CENTER (1459)	05/12 CK# 72901	\$74.90
43406 ACCREDITATION 01-451-202	01-30-630-202	62.95
43422 POSTAGE & METER RENT 01-451-311	01-30-630-311	11.95
PETTY CASH C/O SUE STANISH (1492)	05/12 CK# 72902	\$272.23
4/30/09 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	77.00
4/30/09 GAS-OIL-WASH-MILEAGE 01-420-303	01-10-455-303	15.00
4/30/09 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	32.44
4/30/09 COMMISSARY PROVISION 01-420-355	01-10-455-355	12.21
4/30/09 CASH - OVER OR SHORT 01-420-505	01-10-455-505	-1.21
4/30/09 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	22.80
4/30/09 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	63.99
4/30/09 JAIL SUPPLIES 01-465-343	01-30-650-343	50.00
PHILLIP'S FLOWERS (1498)	05/12 CK# 72903	\$159.95
529949 PUBLIC RELATIONS 01-435-365	01-10-475-365	159.95
PIECZYNSKI LINDA S. (1503)	05/12 CK# 72904	\$837.00
4483/APR FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	837.00
PIONEER PRESS (1512)	05/12 CK# 72905	\$118.50
090445450 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	90.00
090445450 PRINTING & PUBLISHING 01-601-302	01-20-550-302	28.50
PIPELINE PLUMBING INC (1507)	05/12 CK# 72906	\$245.00
5177 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	245.00
PRAXAIR DISTRIBUTION INC (1538)	05/12 CK# 72907	\$4.35
32936053 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	4.35
R&R PRINT N SERVE INC (1582)	05/12 CK# 72908	\$3,821.88
22933 PRINTING & PUBLISHING 01-501-302	01-35-710-302	192.36
22934 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	170.72
22938 PRINTING & PUBLISHING 01-601-302	01-20-550-302	3,458.80
RAGS ELECTRIC, INC (1585)	05/12 CK# 72909	\$3,000.00
5368 POND IMPROVEMENTS 01-20-595-643	01-20-595-643	3,000.00
RAY O'HERRON (1593)	05/12 CK# 72910	\$175.75
6758 OPERATING EQUIPMENT 01-451-401	01-30-630-401	151.80
6893 AMMUNITION 01-451-346	01-30-630-346	23.95
ROAD SAFE (2250)	05/12 CK# 72911	\$385.00
SI10063493 ROAD SIGNS 01-540-333	01-35-755-333	264.00
SI10063494 ROAD SIGNS 01-540-333	01-35-755-333	121.00
SALSBURY INDUSTRIES (1670)	05/12 CK# 72912	\$210.00
1046295 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	210.00
SCOTT CONTRACTING INC (1682)	05/12 CK# 72913	\$1,997.50
308 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	515.00
308 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	1,482.50
SEASON COMFORT, CORP. (1687)	05/12 CK# 72914	\$180.00
146322 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	180.00
SHRED-IT (1712)	05/12 CK# 72915	\$704.00
21326428 OPERATING EQUIPMENT 01-451-401	01-30-630-401	704.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SPORTSFIELD, INC. (1764)	05/12 CK# 72917	\$815.00
209294 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	815.00
STAPLES (1767)	05/12 CK# 72918	\$476.10
8011510942 OFFICE SUPPLIES 01-420-301	01-10-455-301	168.46
8012255289 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	34.52
8012306653 OFFICE SUPPLIES 01-420-301	01-10-455-301	27.94
8012306653 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	177.98
8012306653 OFFICE SUPPLIES 01-501-301	01-35-710-301	15.29
8012358329 OFFICE SUPPLIES 01-551-301	01-40-810-301	51.91
T.P.I. (1886)	05/12 CK# 72919	\$1,898.85
4220/APR 09 REIMB	01-40-820-258	437.85
4220/APR 09 PLUMBING INSPECTION 01-565-115	01-40-830-115	495.00
4220/APR 09 CODE ENFORCEMENT INSPECTION 01-565-119	01-40-830-119	966.00
TAMELING GRADING (1836)	05/12 CK# 72920	\$560.00
TG5/APR ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	560.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	05/12 CK# 72921	\$215.00
09-1023 ELEVATOR INSPECTION 01-565-117	01-40-830-117	215.00
TOM & JERRY'S SHELL SERVICES (1883)	05/12 CK# 72922	\$835.38
28231 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
28254 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
28256 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	20.00
39634 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39655 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39682 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	183.09
39705 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39707 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	155.64
39742 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
39775 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	309.40
39778 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TREE TOWNS (1894)	05/12 CK# 72923	\$78.00
125872 PRINTING & PUBLISH 01-420-302	01-10-455-302	26.00
126154 PRINTING & PUBLISHING 01-501-302	01-35-710-302	26.00
12871 PRINTING & PUBLISH 01-420-302	01-10-455-302	26.00
UNIFIRST (1926)	05/12 CK# 72924	\$170.40
0610430856 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	170.40
UNITED STATE POSTAL SERVICE (1946)	05/12 CK# 72925	\$2,500.00
DEPOSIT PREPAID POSTAGE 01-190-102	01-190-102	2,500.00
VERIZON WIRELESS (1972)	05/12 CK# 72926	\$1,420.90
2002322417 PHONE - TELEPHONES 01-420-201	01-10-455-201	121.91
2002322417 PHONE - TELEPHONES 01-25-610-201	01-25-610-201	101.56
2002322417 PHONE - TELEPHONES 01-451-201	01-30-630-201	776.65
2002322417 TELEPHONES 01-501-201	01-35-710-201	134.28
2002322417 TELEPHONES 01-551-201	01-40-810-201	84.09
2002322422 PHONE - TELEPHONES 01-420-201	01-10-455-201	22.49
2002322422 PHONE - TELEPHONES 01-25-610-201	01-25-610-201	22.49
2002322422 PHONE - TELEPHONES 01-451-201	01-30-630-201	134.94
2002322422 TELEPHONES 01-501-201	01-35-710-201	22.49
VILLA PARK MATERIAL CO. INC (1974)	05/12 CK# 72927	\$709.50
80640 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	211.50
80677 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	498.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
NICHOLAS VOLEK (2254)	05/12 CK# 72928		\$1,397.55
ACADEMY EXPNS GAS-OIL-WASH-MILEAGE 01-451-303		01-30-630-303	1,095.05
ACADEMY EXPNS SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	302.50
WASTE MNGMT IL METRO (2003)	05/12 CK# 72929		\$239.55
335673723540 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	239.55
WESTFIELD FORD (2028)	05/12 CK# 72930		\$154.31
260150 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	39.59
260239 MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	37.64
60283C MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	40.44
60407C MAINTENANCE - VEHICLES 01-520-409		01-35-735-409	36.64
WILLOWBROOK FORD INC. (2056)	05/12 CK# 72931		\$24.95
6044239/1 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	24.95
TOTAL GENERAL CORPORATE FUND			\$76,345.94

VILLAGE OF WILLOWBROOK
 BILLS PAID REPORT FOR APRIL, 2009

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
AT & T MOBILITY (64)	05/12 CK# 72851		\$115.19
826930710/APR PHONE - TELEPHONES 02-401-201		02-50-401-201	115.19
AT & T (67)	05/12 CK# 72853		\$468.96
323-0337/APR PHONE - TELEPHONES 02-401-201		02-50-401-201	468.96
COMMONWEALTH EDISON (370)	05/12 CK# 72863		\$774.66
5071072051/4/30 ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	774.66
DUPAGE WATER COMMISSION (521)	05/12 CK# 72874		\$41,492.83
8230/APRIL 09 PURCHASE OF WATER 02-420-575		02-50-420-575	41,492.83
ENVIRO TEST INC (555)	05/12 CK# 72876		\$43.75
126259 SAMPLING ANALYSIS 02-420-362		02-50-420-362	43.75
GORSKI & GOOD (696)	05/12 CK# 72881		\$72.00
20150 FEES - VILLAGE ATTORNEY 02-401-239		02-50-401-239	72.00
SCOTT CONTRACTING INC (1682)	05/12 CK# 72913		\$525.00
308 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	525.00
SIEBERT E D TRUCKING (1715)	05/12 CK# 72916		\$3,349.50
T 7740 WATER DISTRIBUTION REPAIR-MAINTENAN		02-50-430-277	3,349.50
VERIZON WIRELESS (1972)	05/12 CK# 72926		\$168.47
2002322417 PHONE - TELEPHONES 02-401-201		02-50-401-201	153.32
2002322422 PHONE - TELEPHONES 02-401-201		02-50-401-201	15.15
TOTAL WATER FUND			\$47,010.36

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	05/12 CK# 72872	\$4,392.72
6688 ADVERTISING 03-435-317	03-53-435-317	4,392.72
TOTAL HOTEL/MOTEL TAX FUND		\$4,392.72

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T I F SPECIAL REVENUE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
GORSKI & GOOD (696)	05/12 CK# 72881		\$306.00
20149 FEES - VILL ATTORNEY 05-425-239		05-59-425-239	306.00
TOTAL T I F SPECIAL REVENUE FUND			\$306.00

VILLAGE OF WILLOWBROOK

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	05/12 CK# 72860		\$13,400.00
87028 VALVE INSERTION PROGRAM		09-65-440-603	13,400.00
TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$13,400.00

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CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333) CONTINUED ... 86970 PUBLIC WORKS FACILITY		10-68-540-415	1,487.50
METRO REPORTING SERVICE LTD. (1246) 17812 PUBLIC WORKS FACILITY	05/12 CK# 72895	10-68-540-415	\$167.14 167.14
PIONEER PRESS (1512) 090445450 PUBLIC WORKS FACILITY	05/12 CK# 72905	10-68-540-415	\$52.50 52.50
TOTAL CAPITAL PROJECT FUND			\$1,707.14

VILLAGE OF WILLOWBROOK
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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	76,345.94	*
02-110-105	WATER FUND-CHECKING 0010330283	47,010.36	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	4,392.72	*
05-110-105	T I F SPECIAL REVENUE FUND-CHECKING 0010330283	306.00	*
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	13,400.00	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	1,707.14	*
	TOTAL ALL FUNDS	143,162.16	**

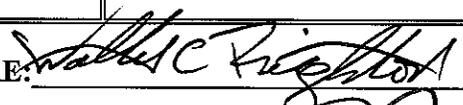
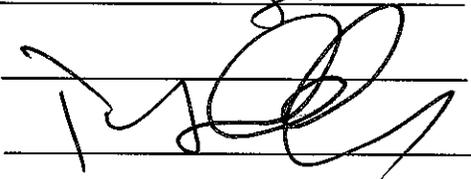
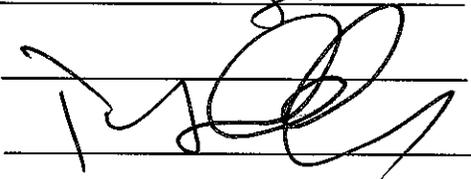
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND THE VILLAGE CLERK TO EXECUTE A CONTRACT WITH THE JIM WATERSON CONSTRUCTION CO. FOR THE INSTALLATION OF PARK PLAYGROUND EQUIPMENT

AGENDA NO. 6d**AGENDA DATE:** 5/11/09**STAFF REVIEW:****SIGNATURE:** **LEGAL REVIEW:****SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES 5/11/09 NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

Following the direction given by the Finance/Administration Committee on April 11, 2009, Staff advertised for the installation of the playground equipment that the Village Board had approved that same night. Nine reputable playground equipment contractors were sent bid invitations and an additional five contractors picked up bid packets. Notice of Public Bid was published in the Doings Newspapers on April 16, 2009. A bid opening was held on Monday, May 4, 2009. A total of eight bids were received and publicly read. The lowest responsible bidder was \$10,542.27 from the Jim Waterson Construction Co. from Bartlett, IL. Staff has reviewed the bid and has determined that the contractor has currently met all bid requirements. The project specifications and contract documents are attached, as is the bid tabulation.

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

The Jim Waterson Construction Co. was among those recommended by NuToys Leisure Products, local distributor for Landscape Structures, the company from which the Village is purchasing the playground equipment. The NuToys representative indicated that he has inspected at least seven of the contractor's playground installations over the past six years and indicated that all of them had been installed properly. Staff contacted the four references submitted by the contractor. All those contacted indicated a high degree of satisfaction with the contractor's work, which included playground projects for the Chicago Park District, the Winnebago Forest Preserve District and the Day Care Center at the University of Illinois - Chicago.

The Waterford Playground project is anticipated in the FY09-10 Village budget at \$74,000. Of that figure, Staff's original estimate for the installation of playground equipment was \$23,000. However, given the current competitiveness of the market, all eight bids came in substantially below that figure. With the anticipated delivery of equipment by the end of May, Staff is optimistic that the project can be completed by the end of June.

Staff's recommends approval of the bid from the Jim Waterson Construction Co. for installation of the Waterford Park Playground equipment in an amount not to exceed \$10,524.27. Funds for the project shall come from Parks and Recreation account 01-20-595-691.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 09-R- 28

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CONTRACT WITH THE JIM WATERSON CONSTRUCTION CO. FOR THE INSTALLATION OF PARK PLAYGROUND EQUIPMENT

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized and directed to execute the Contract between the Village and the Jim Waterson Construction Co. for the installation of park playground equipment at Waterford Park, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 11th day of May, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Waterford Park Playground Installation – Bid Results May 4, 2009 10:00 AM CDT

Bid Received	Proposal Of	Type of Security	Bidder's Proposal	Phone	Email
5/1/09	Jim Waterson Construction Co. 725 Barberrry Drive Bartlett, IL 60103	Cashier's check for 5% of bid amount = \$527.11 5% Bid Bond	\$10,542.27	630.336.2991	jwaterson007@sbcglobal.net
5/4/09	Fence Builders of Illinois 621 Commons Drive Shorewood, IL 60404	5% Bid Bond	\$11,940.00	815.790.1139	jerry@fencebuildersofillinois.com
5/4/09	Green-Up Landscape 13520 Budler Plainfield, IL 60544	5% Bid Bond	\$11,984.00	815.372.3000	brs@green-up.com
5/4/09	Fuerte Systems 16317 Riverwood Ct. Plainfield, IL 60586	5% Bid Bond	\$12,352.00	815.436.6196	Fuerte1@sbcglobal.net
5/4/09	Bluemels Maintenance Service 4930 W. Loomis Rd Greenfield, WI 53220	5% Bid Bond	\$12438.00	414.282.4220	None supplied
5/1/09	Kenneth Co. 751 N. Bolingbrook Dr. Bolingbrook, IL 60440	5% Bid Bond	\$12,990.00	630.679.2750	kcooffice@aol.com
5/4/09	Child's Play 12653 Mead Ct. Fishers, IN 46038	5% Bid Bond	\$15,850.00	616.218.4817	www.cpi-childsplay.com
5/4/09	George's Landscaping Inc. 1410 Mills Rd Joliet, IL 60433	5% Bid Bond	\$17,931.00	815.774.0352	gliinc@sbcglobal.net

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

Waterford Park Playground Equipment Installation

Required For Use By:

VILLAGE OF WILLOWBROOK

Willowbrook, Illinois 60527

- **CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 18**
 - **BIDS TO BE EXECUTED IN DUPLICATE**
- **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**
 - **ALL INSURANCE REQUIREMENTS MUST BE MET**

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

BOND(S) REQUIRED: (See Page 4, Item 6)

DRAWINGS: See Attachment A

BID OPENING: Monday, May 4, 2009 10:00 AM CDT
Willowbrook Village Hall
7760 Quincy Street
Willowbrook, Illinois 60527

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

Philip J. Modaff, Village Administrator

Sue Stanish, Director of Finance

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until 10:00 AM CDT on May 4, 2009 at which time they will be opened and publicly read aloud.

Specifications may be obtained at the Willowbrook Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Parks and Recreation Department at (630) 920-2251.

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

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

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

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

I. GENERAL CONDITIONS

1. DEFINITIONS

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

A. **BIDDER** shall mean:

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

2. PREPARATION AND SUBMISSION OF PROPOSAL

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

Contractor's Certification Bid Proposal - Page 18

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

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

3. WITHDRAWAL OF PROPOSAL

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

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

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

5. BID DEPOSIT

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

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

6. SECURITY FOR PERFORMANCE

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

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

7. BASIS OF AWARD

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

8. ACCEPTANCE OF BID

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

9. CATALOGS

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

10. GUARANTEES AND WARRANTEES

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

11. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

12. COMPETENCY OF BIDDER

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

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

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

The equipment supplied to the Village of Willowbrook must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be

in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

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

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

14. MATERIAL INSPECTION AND RESPONSIBILITY

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

15. TOXIC SUBSTANCES

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

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

16. PRICE REDUCTIONS

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

17. TERMINATION OF CONTRACT

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause. In the event of the contractor's non-compliance with the provisions of this equal employment opportunity

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

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

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

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

Illinois Human Rights Act and the Department's rules and regulations.

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

19. INSURANCE SPECIFICATIONS

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

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

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

\$1,000,000

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

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

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

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured

retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

23. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

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

A. POLICY INFORMATION.

1. Insurance Company Colony Insurance Co. / Liberty Mutual
2. Policy Number GL 3513815-00
3. Policy Term: (From) 10/4/2008 (To) 10/4/2009
4. Endorsement Effective Date Before Job Starts
5. Named Insured Jim WATKINSON construction inc
6. Address of Named Insured 725 Bayberry Dr.
7. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000.00
8. Deductible or Self-insured Retention (Nil unless otherwise specified)
\$ _____

B. VERIFICATION OF COVERAGE

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

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

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

C. POLICY AMENDMENTS.

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

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND
BUSINESS AUTOMOBILE LIABILITY)

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

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND
BUSINESS AUTOMOBILE LIABILITY)

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

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND
BUSINESS AUTOMOBILE LIABILITY)

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

4. SUBCONTRACTORS.

(ALL COVERAGES)

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

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

(COMMERCIAL GENERAL LIABILITY AND
BUSINESS AUTOMOBILE LIABILITY)

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

6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified

mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

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

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

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

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

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

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

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

Title: President

Organization: Jim WATERSON Construction inc

Address: 705 Bayberry DR

Phone: 630-336-2991 Fax: 630-372-1311

24. INDEMNITY HOLD HARMLESS PROVISION

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

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: Colony Insurance Co. / Liberty Mutual

Name of Insured: Jim WATKINSON construction inc

Policy Number: GL 3513815-00 / WC 7345512454118

Policy Period: 10/4/08 to 10/4/2009

Endorsement Effective Date: ONCE CONTRACT IS AWARDED

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

Liability the Additional Insured may incur resulting from the actions of a contractor it hires.

Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.

Liability the Additional Insured may incur for failure to maintain safe worksite conditions.

Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Jim Watson Construction Inc, as part of its
bid on a

(Name of Contractor)

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

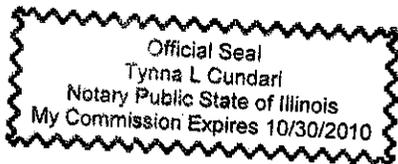
By: [Signature]
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 30th day of April, 2009.

MY COMMISSION EXPIRES:

10/30/2010
[Signature]
NOTARY PUBLIC



VILLAGE OF WILLOWBROOK
Waterford Park Playground Equipment Installation

The undersigned, an authorized officer or employee of Bidder, hereby warrants that the Bidder agrees to furnish **Waterford Park Playground Equipment Installation** according to the specifications and contract documents attached hereto and by this reference incorporated herein.

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect from May 4, 2009 through November 4, 2009.

Base Price \$ 10,582.27

Name of Bidder: Sim Waterson Construction Inc

Address: 725 Bayberry Dr
Bartlett IL 60103

Telephone No. 630-336-2991

Signature: [Signature]

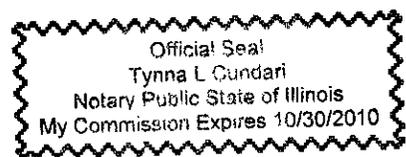
Title: President

Date: 4/30/2009

Subscribed and sworn before me this 30th day of April, 2009

My Commission Expires: 10/30/2010

[Signature]
Notary Public



CONTRACT - Page One of Two

1. This agreement, made and entered into this 30th day of April 2009, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and Jim Waterson Construction inc
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Jim Waterson Construction inc agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

 (Village Seal) VILLAGE OF WILLOWBROOK

Attest:

By: _____ By: _____
Village Clerk Village President

IF A CORPORATION

(Corporate Seal) CORPORATE NAME

Attest: _____ Jim Waterson Construction inc

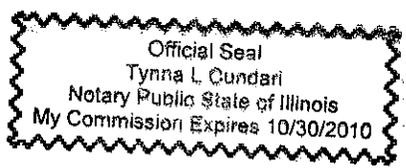
By: _____ By: _____
 Secretary President

SUBSCRIBED AND SWORN BEFORE ME

This 30th day of April, 2009.

MY COMMISSION EXPIRES: 10/30/2010

NOTARY PUBLIC



CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

=====

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

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

B. LOCATION OF UTILITIES

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

C. TRAFFIC CONTROL AND PROTECTION

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

D. EXAMINATION OF SITE

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

E. ADDITIONAL WORK

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

F. PREVAILING WAGES

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

G. PROTECTION OF EXISTING FACILITIES

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

H. BIDDER'S RESPONSIBILITY

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

I. SITE CONDITION AND CLEAN-UP

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

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

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

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

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

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

N. PAYMENT

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

O. ACCEPTANCE

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

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Village of Willowbrook

Installation of Waterford Park Playground Equipment

The undersigned ("Contractor") agrees to furnish to the Village of Willowbrook, an Illinois municipal corporation, hereinafter referred to as the "Village",

Installation of Waterford Park Playground Equipment

conforming to the terms and conditions set forth herein.

I. GENERAL TERMS AND CONDITIONS

A. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract. Old equipment shall be removed and the site shall be prepared by the Village prior to the Contractor's installation of playground equipment.

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

B. MEETING BEFORE WORK BEGINS

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

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

D. PREVAILING WAGES

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

above-mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook

E. SUBLETTING CONTRACT

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

F. DEFAULT

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

G. SAFETY

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

H. WORKMANSHIP

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

I. PENALTY FOR NON-COMPLETION

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

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on the Village

or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

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

J. SUPERVISION AND TRAINING

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

K. WORKING HOURS

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

L. TRESPASS ON LAND

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

M. COSTS

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

N. TRAFFIC CONTROL

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

O. PROTECTION OF EXISTING FACILITIES

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

P. ACCESSIBILITY OF CONTRACTOR

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English-speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Superintendent of Parks & Recreation or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

Q. REFERENCES

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

R. BILLING & PAYMENT

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

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2009 to and including May 1, 2010. At the sole discretion of the Village, this contract may be extended for not more than one (1) additional twelve (12) month period under the same terms and conditions.

II. SPECIFIC CONDITIONS FOR THE PROJECT

A. TRASH AND DEBRIS

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

B. EQUIPMENT CONDITION

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

C. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. If any spill should

occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean up and restoration and/or reimbursement for any damages that may occur.

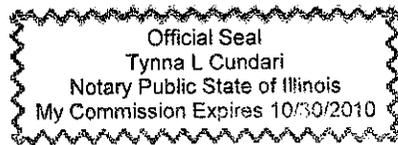
D. ADDITIONS OR DELETIONS

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

Company: Jim Waterson Construction Inc
Address: 725 Bayberry Dr.
Barrhett IL 60103
Telephone No. 630-336-2991 Fax No. 630-372-1341
Signature: *Jim Waterson*
Name and Title: (Please Print) Jim Waterson President
Date: 4/30/2009

Subscribed and sworn before me this 30th day of April, 2009

MY COMMISSION EXPIRES: 10/30/2010
Tynna L Cundari
NOTARY PUBLIC



REFERENCES

The Contractor must list at least four (4) references, including at least one (1) municipality, park district or school district, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied playground installation services similar to those provided in these specifications within the past twelve (12) months.

Company Name: Meccor Industries
Address: Skokie, IL
Phone # / Fax #: 1847-514-5047
Contact Person: Bill Foscoe
Dates of Service (from - to): _____

Company Name: UIC Daycare Center
Address: Chicago, IL
Phone # / Fax #: 1-312-355-1720
Contact Person: MAKWEEN CHEHADE
Dates of Service (from - to): _____

Company Name: Winnebago Forest Preserve District
Address: Winnebago County Rockford, IL
Phone # / Fax #: 1-815-877-6124
Contact Person: Tom Hanly or The Director
Dates of Service (from - to): _____

Company Name: Pacify Inc
Address: Aurora, IL
Phone # / Fax #: 1630-697-6207
Contact Person: Ethan Sherman
Dates of Service (from - to): _____

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate

EQUIPMENT RATES

Make/Model	Hourly Rate

Waterford Park Playground Equipment Installation

ATTACHMENT A

1. Scope of the project shall be for the installation of the equipment as listed on the following three (3) pages.
2. Scope of the project shall be for the installation of the equipment only. Equipment shall be installed in compliance with the installation instructions of the manufacturer.
3. The Village shall be responsible for completing removal of old equipment, site preparation and installation of surfacing materials. The Village shall notify the Contractor when the site is ready for installation of the playground equipment.
4. The Village shall purchase the equipment being installed. Equipment shall be delivered to the Village Hall garage, 7760 Quincy Street. The Contractor shall make arrangements with the Village staff for taking possession of the equipment as it is needed for the installation.



Box 2121
 LaGrange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

WATERFORD PARK
 WILLOWBROOK, IL
 OPTION 1 - REVISED
 ALUMINUM PLAYBOOSTER W/TENDERDECKS

<u>QTY</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
7	111404A	148 ALUM. POST D.B.	
2	111404C	132 ALUM. POST D.B.	
4	111404E	116 ALUM. POST D.B.	
4	111404F	108 ALUM. POST D.B.	
4	111404G	100 ALUM. POST D.B.	
1	154883A	265 STEEL POST FOR ROOF	
1	152911A	CURVED TRANSFER MOD LEFT	
1	121948A	KICK PLATE FOR 8 RISE	
3	111228A	SQUARE TENDERDECK	
2	111231A	TRIANGULAR TENDERDECK	
1	154884A	COOLTOPPER SINGLE POST	
2	116244A	PIPE BARRIER	
1	127439A	NAVIGATOR PANEL [GROUND LEVEL]	
1	115254A	STORE FRONT PANEL	
1	123331A	DOUBLE POLY SLIDE 32 DECK	
1	130390A	DOUBLE SWOOSH POLY SLIDE 72 DECK	
1	136156A	SPRING ACROSS	
1	150975B	CASCADE CLIMBER 72 DECK DB	
1	143199A	CONICAL CLIMBER 72 DECK	
1	126194A	FISH NET CLIMBER	
1	145109A	FUNNEL NET CLIMBER D.B.	
2	145249A	LONG BRACE FUNNEL CLIMBER	
2	145248A	SHORT BRACE FUNNEL CLIMBER	
3	145251A	HANDHOLD PANEL - FUNNEL CLIMBER	
1	165445A	RINGTANGLE W/HANDLOOP 8 DK DIF	
1	111465A	STEP DECK	
1	160251A	GYRO TWISTER ATTACHED D.B.	
1	160054C	STATIONARY CYCLER PEDALS/ HANDLES	
1	152908D	DECK LINK W/HANDRAILS (4 STEPS)	
3	120710A	DISC CLIMBER 8 D.B.	
1	120711A	DISC CLIMBER 16 D.B.	
ALSO:			
1	148638A	STAND-UP SEESAW D.B.	
1	120892A	TIRE SWING W/POSTS DB ONLY	
1	122837A	6 PLACE SGL POST SWING W/GALVANIZED CHAINS	
2	122838A	W/ 4 BELT SEATS AND 2 FULL BUCKET SEATS	
ALL OF THE ABOVE FOR THE TOTAL DELIVERED PRICE			\$ 40,000
ALSO:			
1	154359A	3 PERSON ORBITER SPINNER W/ STEEL POST D.B.	\$ 4,095

Village of Willowbrook

Proclamation

WHEREAS, Boy Scout Ryan T. Davi has achieved the rank of Eagle Scout, the highest honor in the Boy Scouts of America; and

WHEREAS, Ryan T. Davi, as a member of Troop 56 in Burr Ridge, Illinois, has demonstrated all the ideals and aims inherent in the Boy Scout Program; and

WHEREAS, Ryan T. Davi, through his dedication to Boy Scout principles, together with his leadership, has been a source of inspiration to fellow scouts and adult scout leaders in our community; and

WHEREAS, Ryan T. Davi, in addition to the twenty six merit badges earned to become an Eagle Scout, has completed a major community service project. He was in charge of the design, purchase and installation of new landscaping in front of Tri-State Fire Protection District Station No. 3 in Burr Ridge, Illinois; and.

WHEREAS, Ryan T. Davi will be honored at a special Court of Honor for achieving the Eagle Scout award on May 17, 2009.

NOW, THEREFORE, I, ROBERT A. NAPOLI, President of the Village of Willowbrook, DuPage County, Illinois, by virtue of my office, do hereby declare and proclaim Sunday, May 17, 2009, as "**Ryan T. Davi Day**" in the Village of Willowbrook and urge all citizens of Willowbrook to recognize the outstanding achievement of Eagle Scout Ryan T. Davi.

Proclaimed this 11th day of May, 2009.

Village President

Attest:

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT FOR EMPLOYMENT OF THE VILLAGE ATTORNEY

AGENDA NO. 11**AGENDA DATE:** 05/11/09**STAFF REVIEW:****SIGNATURE:** _____**LEGAL REVIEW:****SIGNATURE:** _____**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** _____**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The attached agreement provides basic terms for employment of the Village Attorney as required by Village Code Title 1 Chapter 9 - Attorney. Also attached for your reference is a resume provided by Attorney Hennessy.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE PRESIDENT AND
VILLAGE CLERK TO ENTER INTO A CERTAIN
AGREEMENT FOR EMPLOYMENT OF THE VILLAGE
ATTORNEY

WHEREAS, the Village of Willowbrook desires to retain the legal services of William J. Hennessy as its Village Attorney; and,

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have determined that it is in the best interests of the Village to enter into an agreement with William J. Hennessy to define the legal services to be rendered and the compensation to be paid for same, in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference, incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk of said Village be and the same are hereby authorized to execute the Agreement attached hereto as Exhibit "A" defining the legal services to be rendered by William J. Hennessy.

ADOPTED and APPROVED this _____ day of _____,

2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT FOR EMPLOYMENT
OF VILLAGE ATTORNEY

THIS AGREEMENT, made and entered into this 11th day of May, 2009, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and the law offices of William J. Hennessy of Chicago, Illinois (hereinafter referred to as the "ATTORNEY"):

W I T N E S S E T H:

WHEREAS, the VILLAGE, is desirous of retaining the legal services of William J. Hennessy as its Village Attorney; and,

WHEREAS, the parties deem it in their best interests to define the legal services to be rendered to the VILLAGE by the ATTORNEY and the compensation to be paid for said legal services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is agreed as follows:

1. **LEGAL SERVICES:** The VILLAGE hereby retains the legal services of ATTORNEY as Village Attorney for the VILLAGE OF WILLOWBROOK:

A. To render legal services to the President and Board of Trustees and to all other VILLAGE

officers on matters pertaining to their official duties;

- B. To represent the VILLAGE in litigation, or in the case of violation of traffic ordinances, to assure that the VILLAGE is represented in such litigation, except where the VILLAGE Board directs otherwise;
- C. To draft contracts, ordinances and all other official documents required by the Village; and,
- D. To render such other legal services as may be required and authorized by the VILLAGE Board.

2. **COMPENSATION:** All legal services rendered to or on behalf of the VILLAGE shall be billed at the following hourly rates:

- A. ATTORNEY: \$200.00 per hour
- B. ASSOCIATE: \$150.00 per hour

The ATTORNEY shall submit itemized invoices reflecting authorized time spent on the legal matters of the VILLAGE referred to his attention.

3. **OTHER EXPENSES:** The VILLAGE further agrees to reimburse the ATTORNEY for any reasonable out-of-pocket expenses incurred by the ATTORNEY in the course of his representation of the VILLAGE. Payment shall be made upon presentation of an itemized invoice covering all such advances.

4. TERM: This Agreement shall be for a term which shall commence on May 11, 2009 and continue until the end of the term of the incumbent Village President.

5. SERVICES TO BE PERFORMED: ATTORNEY agrees to give his personal attention to work performed on behalf of the VILLAGE, to exercise his best skill and ability in pursuance thereof, and to in every way and in good faith protect to his utmost the rights of the VILLAGE.

This Agreement is entered into pursuant to, and for such further and additional duties of the ATTORNEY as are delineated in, the Village Code of the Village of Willowbrook, Title 1, Chapter 9.

At such time or times as the ATTORNEY shall be absent or otherwise unavailable to render the services contemplated herein, it shall be such ATTORNEY'S duty to make adequate provision for legal representation of the VILLAGE.

6. CONFLICT OF INTEREST: To avoid possible conflict of interest the ATTORNEY shall, during the term of this Agreement, refrain from performing any professional services for any public or private interest within the corporate limits of the VILLAGE OF WILLOWBROOK or within its planning jurisdiction, unless the VILLAGE approves of such employment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation

By: _____
President

ATTEST:

Village Clerk

William J. Hennessy

LAW OFFICES
WILLIAM J. HENNESSY
ATTORNEY AT LAW
221 NORTH LASALLE STREET, SUITE 3800
CHICAGO, ILLINOIS 60601

Tel: (312) 372-6339
Fax: (312) 782-2433

hennessylaw@msn.com

RESUME

BACKGROUND

Thirty years experience as a practicing lawyer before numerous administrative, legislative and judicial venues. Extensive practice, trial and appellate experience in the areas of land use, real estate and municipal law. Has also appeared as a retained lobbyist upon various matters before executive and legislative officers in Illinois.

EDUCATION

Northern Illinois University School of Law,
DeKalb, Illinois; Juris Doctor with Honors,
January 21, 1979.

DePaul University, Chicago, Illinois,
Master of Arts, February 2, 1975.

University of Illinois, Urbana, Illinois,
Bachelor of Arts, February 15, 1967.

ADMISSIONS

The United States Supreme Court,
December 6, 1982.

The United States Court of Appeals for the
Seventh Circuit, August 15, 1980.

The United States District Court for the
Northern District of Illinois, June 18, 1979.

The Illinois Supreme Court, April 26, 1979.

MEMBERSHIP

Illinois State Bar Association
Illinois Trial Lawyers Association

CLIENTELE

Representative clients include:

- Royal Imperial Group
- Aga Khan Foundation
- Gallagher & Henry Homes
- McNaughton Development, Inc.
- Village of Norridge
- The Tantillo Corporation
- The University of Chicago
- The Northern Trust
- Jewel Food Stores
- Bank of Hyde Park
- Burger King Corporation
- Qwest Communications
- Sprint PCS
- Cellular One
- Cog Hill Golf Club
- American Housing Partners
- Budgetel Inc.
- Town & Country Homes
- McDermott Foundation
- Carlson Homes, Inc.
- Hartz Construction, Inc.
- Prairie Material Sales, Inc.
- Gleneagles Golf Club
- Dominick's
- Ganna Construction, Inc.
- Chicago Paperboard Corporation
- Bartlett Bituminous Paving, Inc.
- Bigane Paving, Inc.
- Oculus Development, Inc.
- The Safer Foundation
- Campus Construction, Inc.
- Lamar Advertising Company
- Priests of the Sacred Heart
- Bradley Partners
- Misericordia
- James D. Fiala Paving Company

PERSONAL

Born January 9, 1944. Married to Jane S. Hennessy for 30 years. Father of a son, Andrew M., aged 25 years and presently serving in the U.S. Army.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR – PHILIP J. MODAFF

AGENDA NO. 13**AGENDA DATE:** 05/11/09**STAFF REVIEW:****SIGNATURE:** _____**LEGAL REVIEW:****SIGNATURE:** _____**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** _____**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The attached agreement provides terms for employment of the Village Administrator. Also attached for your reference is a resume provided by Administrator Modaff.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR - PHILIP J. MODAFF

WHEREAS, the Village of Willowbrook has retained the services of Philip J. Modaff as its Village Administrator and,

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have determined that it is in the best interest of the Village to enter into an Agreement with Philip J. Modaff to define the services to be rendered and the compensation to be paid for same in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized to execute the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with Philip J. Modaff.

ADOPTED and APPROVED this 11th day of May, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2009, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and PHILIP J. MODAFF (sometimes hereinafter referred to as the "EMPLOYEE"):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Village Administrator of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Village Administrator of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: **EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to the office of Village Administrator of the VILLAGE. The EMPLOYEE agrees to be employed as Village Administrator of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Village Administrator and to perform such other legally permissible and proper duties and functions as the President and Board of Trustees of the VILLAGE may, from time to time, assign.. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the President and Village Board may request. He shall report directly to and follow such directions as the President and Village Board of Trustees shall provide. He shall maintain regular office hours as may from time to time be approved by the President and Board of Trustees.

SECTION TWO: **TERM:** The term of this Agreement shall commence effective as of May 11th, 2009, and shall end on the last day of the term of the

incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement.

SECTION THREE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this Section Three.

For the purposes of this subparagraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities of Village Administrator;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;

3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary at the time of termination, plus an additional one (1) calendar week's salary for each completed year of full-time employment, together not to exceed a maximum of six (6) months severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of termination, plus an additional one (1) calendar week's benefits for each completed year of full-time employment, together not to exceed a maximum of six (6) months benefits, or until EMPLOYEE has obtained new employment, whichever is less.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The provisions of this subparagraph C do not apply should the President and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would

have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the President and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Village Administrator of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, the

EMPLOYEE shall not be entitled to severance pay or severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the "VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

SECTION FOUR: **SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED ONE DOLLARS AND NINETY-TWO CENTS (\$136,501.92) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees.

SECTION FIVE: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the President and Board of Trustees.

SECTION SIX: AUTOMOBILE: EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. The EMPLOYEE shall not, however, take and use any VILLAGE automobile for non-VILLAGE related business outside a radius of two hundred fifty (250) miles from the VILLAGE without the prior approval of the Village President, on a case by case basis. Except as provided above, the vehicle shall only be used in accordance with the VILLAGE'S "Personnel Manual" as amended. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the President and Board of Trustees.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SEVEN: EMPLOYEE'S EXPENSES: The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Village Administrator. The amount so appropriated and

budgeted shall be left to the sound discretion of the President and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

A. Professional dues and subscription expenses for the ICMA and ILCMA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

B. Travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend the International City/County Management Association annual conference (subject to Village Board prior approval) and the Illinois City/County Management Association annual conference. Other Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook may be approved by the President and Village Board as they determine in their sole and exclusive discretion.

SECTION EIGHT: **BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE OF WILLOWBROOK, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual". The VILLAGE shall pay the premium for the fidelity bond required of the

EMPLOYEE under VILLAGE ordinance or State law. Notwithstanding the foregoing, the Village Administrator shall be credited with his prior years of service to the VILLAGE for the sole purposes of calculating vacation accrual and eligibility.

SECTION NINE: **PERFORMANCE EVALUATION:** The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the President and Board of Trustees.

SECTION TEN: **RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund. The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

SECTION ELEVEN: **VACATION LEAVE:** EMPLOYEE shall be entitled to 5 weeks vacation leave per year.

SECTION TWELVE: **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at 4410 Hatch Lane, Lisle, Illinois, 60532. The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE

agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at 4410 Hatch Lane, Lisle, Illinois 60532, without the approval of the President and Board of Trustees.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE at:**
Village President
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

2. **EMPLOYEE at:**

Philip J. Modaff
4410 Hatch Lane
Lisle, Illinois 60532

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

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

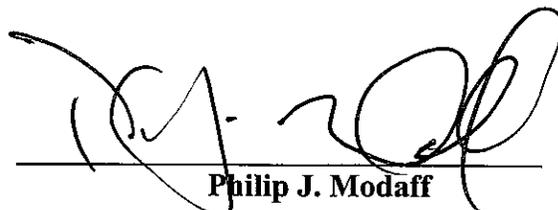
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of May, 2009.

**VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____
Village President

ATTEST:

Village Clerk



Philip J. Modaff

M

PHILIP J. MODAFF

4410 HATCH LANE

LISLE, IL 60532

EXPERIENCE

**Village of Willowbrook
Village Administrator**

August 2006 - Present

Village of Woodridge

July, 1997 – August 2006

Director of Public Works – Responsible for management of thirty-four member operating department providing full-service public works programs and services, including: water, storm and sanitary sewer transmission, forestry, street maintenance, street lights, traffic control, vehicle maintenance, facilities management, engineering and capital improvements. Departmental operating budget of \$6.5 million and five-year capital improvement program budget of approximately \$15 million. Key member of Village's Development Team meeting weekly to review and guide all development issues. Lead and coordinate activities with other agencies, including IDOT, DuPage County, DuPage Mayors & Managers, CATS, NIPC, and DuPage County Senior Paratransit Council. Considerable grant writing and administration experience (TEA-21, CDBG, LAPP, IDNR, CMAQ). Served as project manager for construction of Village Hall (May, 1998 occupancy).

Village of Willowbrook

July, 1991 – July, 1997

Asst. Village Administrator/Dir. of Public Services – Served as assistant to chief administrative officer of this community of 9,000. Responsible for risk management, public services department (including parks and recreation), refuse program, and administration of many personnel programs. Served as key member of management negotiating team with Police union (Teamsters Local 714). Served in acting capacity in Village Administrator's absence and six months as Acting Director of Finance. Coordinated grant writing and administration (ISTEA, OSLAD, IDNR, CDBG).

Village of Lombard

Sept, 1989 – July, 1991

Asst. Director of Public Works – Served as assistant to director of sixty-member operating department providing full-service public works programs and services. Chief author and administrator of annual departmental operating budget in excess of \$8 million. Administered labor contracts and served as chief departmental representative during labor negotiations with maintenance workers union (AFSCME). Developed and managed regular reporting document for active capital improvement projects with a total five-year budget of over \$40 million.

Village of Lombard

July, 1988 – Sept, 1989

Administrative Assistant – Entry-level management position serving both the Finance Department and Manager's Office. Responsibilities included: risk-management, public relations (newsletter, cable broadcasts, village calendar), budget coordination and facilities management. Served as member of management negotiating team for numerous labor contracts – police, fire and public works. Supervised reception desk operations.

Philip J. Modaff

Village of Western Springs

Aug, 1987 – July, 1988

Administrative Intern – Part-time position coinciding with Masters studies program. Worked on personnel programs, budgeting, public relations, facilities maintenance, reception desk operations and risk management.

EDUCATION

Northern Illinois University

Graduated May, 1988

Master of Arts - Public Administration (*Urban Management Emphasis*)

Northern Illinois University

Graduated May, 1984

Bachelor of Arts – Political Science

PROFESSIONAL ACHIEVEMENTS

Intergovernmental Risk Management Agency (IRMA)

- Chairman of Board of Directors (2000)
- Chair of Loss Control Committee
- Executive Committee At-large Delegate

IML/University of Illinois – Leadership Enhancement & Development Series (LEADS)

- Adjunct Faculty Member (1998 - 2003)

Illinois Association of Municipal Management Assistants (IAMMA)

- Award Recipient - Outstanding Service in Professional Associations (1999)

Government Finance Officers Association of America (GFOA)

- Award of Financial Reporting Achievement (1997)

PROFESSIONAL AFFILIATIONS

International City Management Association (ICMA) - Member

Illinois City Management Association (ILCMA)- Member

- Conference Planning Committee (Summer 2006)
- Professional Development Committee Member (1999)

Illinois Association of Municipal Management Assistants (IAMMA) – Member

- Professional Development Committee Chair (1995-96)

COMMUNITY AFFILIATIONS

Kiwanis International (1996 – Present)

St. Joan of Arc School Board Member (2001 – 2003)

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF MUNICIPAL SERVICES – TIMOTHY HALIK

AGENDA NO. 14.**AGENDA DATE:** 05/11/09**STAFF REVIEW:****SIGNATURE:** _____**LEGAL REVIEW:****SIGNATURE:** _____**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** _____**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The attached agreement provides terms for employment of the Director of Municipal Services. Also attached for your reference is a resume provided by Mr. Halik.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF MUNICIPAL SERVICES - TIMOTHY HALIK

WHEREAS, the Village of Willowbrook has retained the services of Timothy Halik as its Director of Municipal Services and,

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have determined that it is in the best interest of the Village to enter into an Agreement with Timothy Halik to define the services to be rendered and the compensation to be paid for same in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized to execute the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with Timothy Halik.

ADOPTED and APPROVED this 11th day of May, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 11th day of May, 2009, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and TIMOTHY HALIK (sometimes hereinafter referred to as the "EMPLOYEE"):

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Director of Municipal Services of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Director of Municipal Services of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: EMPLOYMENT: Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to the office of Director of Municipal Services of the VILLAGE. The EMPLOYEE agrees to be employed as Director of Municipal Services of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Director of Municipal Services and to perform such other legally permissible and proper duties and functions as the Village Administrator and/or President and Board of Trustees of the VILLAGE may, from time to time, assign. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Village Administrator and/or President and Village Board may request. He shall report directly to and follow such directions as the Village Administrator shall provide. He shall maintain regular office hours as may from time to time be approved by the Village Administrator.

TH.

SECTION TWO: **TERM:** The term of this Agreement shall commence effective as of May 11, 2009, and shall end on the last day of the term of the incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement.

SECTION THREE: **TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities as Director of Municipal Services;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other

TH.

financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;

3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to three (3) months of the EMPLOYEE'S annual salary at the time of termination, plus an additional one (1) calendar week's salary for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Eight and Ten for a period of three (3) months from and after the date of termination, plus an additional one (1) calendar week's benefits for each completed year of full-time employment with the VILLAGE, together not to exceed a maximum of six (6) months benefits, or until EMPLOYEE has obtained new employment, whichever is less.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

TH.

The provisions of this subparagraph C do not apply should the President and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above..

E. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the

EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the President and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Director of Municipal Services of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the

VILLAGE thirty (30) days prior written notice of his intent to resign. Further, the EMPLOYEE shall not be entitled to severance pay or severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the "VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

SECTION FOUR: **SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED TWO THOUSAND AND FIFTY-NINE DOLLARS (\$102,059.00) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees.

SECTION FIVE: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the President and Board of Trustees.

SECTION SIX: AUTOMOBILE: EMPLOYEE'S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. Except as provided above, the vehicle shall only be used in accordance with the VILLAGE'S "Personnel Manual" as amended. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the President and Board of Trustees..

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

SECTION SEVEN: EMPLOYEE'S EXPENSES: The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Director of Municipal Services. The amount so appropriated and budgeted shall be left to the sound discretion of the President and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

TH.

A. Professional dues and subscription expenses for the APWA and AWWA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

B. Travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook as recommended by the Village Administrator and approved by the President and Village Board.

SECTION EIGHT: **BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

SECTION NINE: **PERFORMANCE EVALUATION:** The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the President and Board of Trustees.

TH.

SECTION TEN: **RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund. The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

SECTION ELEVEN: **VACATION LEAVE:** EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. Further, the EMPLOYEE shall be entitled to one (1) additional week of paid vacation leave annually in addition to the leave provided by the "Personnel Manual."

SECTION TWELVE: **RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at 1104 Woodcrest Drive, Downers Grove, Illinois 60516, The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at 1104 Woodcrest Drive, Downers Grove, Illinois 60516, without the approval of the President and Board of Trustees.

SECTION THIRTEEN: GENERAL PROVISIONS:

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE at:**
Village President
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

TH.

2. **EMPLOYEE at:**

Timothy Halik
1104 Woodcrest Drive
Downers Grove, Illinois 60516

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of May, 2009.

**VILLAGE OF WILLOWBROOK,
an Illinois Municipal Corporation**

By: _____

Village President

ATTEST:

Village Clerk



Timothy Halik

TIMOTHY J. HALIK

1104 Woodcrest Drive
Downers Grove, Illinois 60516
Home (630) 985-9980
Cell (630) 514-3391
tjhalik@aol.com

EMPLOYMENT HISTORY

Village of Willowbrook, Director of Municipal Services – Municipal Services Department, October 2006 to present

Village of Willowbrook, Assistant Director of Municipal Services – Municipal Services Department, July 2005 to October 2006

Village of Willowbrook, Superintendent of Building & Zoning – Municipal Services Department, June 2004 to July 2005

Village of Willowbrook, Building Official – Community Development Department, February 1995 to June 2004

City of Wheaton, City Plan Examiner - Building & Code Enforcement Department, August 1994 to February 1995

City of Wheaton, Building Inspector - Building & Code Enforcement Department, June 1994 to August 1994

Village of Woodridge, Building/Property Maintenance/Housing Inspector – Building & Zoning Department, May 1992 to June 1994

Village of Woodridge, Street Division - Public Services Department, January 1990 to May 1992

Woodridge Park District, Maintenance Technician, August 1987 to January 1990

PUBLIC WORKS EXPERIENCE

- Coordination and management of MFT sidewalk replacement programs, curb/gutter replacement programs, and street repair/replacement programs.
- Coordination and management of subcontracted forestry program.
- IDOT Surveying certification. Site surveying of public improvement projects: storm & sanitary lift-station analysis, establishment of preliminary and final grade specifications for various detention areas.

- IDOT Drainage Construction Inspection certification.
- American Public Works Association (APWA) Training & Certification:
 - Grounds Maintenance and Forestry
 - Street, Sidewalk & Sewer Update
 - Issues for Managers
 - Right-of-Way Safety and Maintenance
 - Forestry & Turf Management
- Completion of American Traffic Safety Services Association (ATSSA) course in Traffic Control for Urban and Utility Work Zones, 1992
- Completion of University of Wisconsin College of Engineering Technical Inspection Course, 1993
- Illinois Department of Agriculture – Licensed Herbicide & Pesticide Applicator
- Illinois Department of Agriculture – Licensed Herbicide & Pesticide Operator (Turf Management, Mosquito & Aquatics categories)
- IEPA Class “C” Public Water Supply Operator – May 17, 2006

BUILDING CODE PROFESSIONAL CERTIFICATIONS

(Individual certification categories)

- ICC Certified Master Code Professional (No. 6 in Illinois / No. 61 nationally)
- ICC Certified Building Official (No. 5216593-CB)
- ICC Certified Building Inspector
- ICC Certified Electrical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Building Code Official
- ICC Certified Electrical Code Official
- ICC Certified Mechanical Code Official
- ICC Certified Plumbing Code Official
- ICC Certified Commercial Combination Inspector
- ICC Certified Combination Plans Examiner
- ICC Certified Residential Combination Inspector
- ICC Certified Commercial Mechanical Inspector
- ICC Certified Residential Mechanical Inspector
- ICC Certified Commercial Electrical Inspector
- ICC Certified Residential Electrical Inspector
- ICC Certified Building Plans Examiner
- ICC Certified Electrical Plans Examiner
- ICC Certified Mechanical Plans Examiner
- ICC Certified Plumbing Plans Examiner
- ICC Certified Commercial Building Inspector
- ICC Certified Residential Building Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Residential Plumbing Inspector
- ICC Certified Elevator Inspector
- ICC Certified Property Maintenance and Housing Inspector

PROFESSIONAL AFFILIATIONS

Suburban Building Officials Conference (SBOC)

Past President, 2003

President, 2002

Secretary/Treasurer, 1999 – 2001

Board Member, 1995 – 1998

American Public Works Association (APWA)

Public Relations/Publicity Committee – 2007

American Water Works Association (AWWA)

HONORS / AWARDS

Suburban Building Officials Conference (SBOC) William F. Bartels Award, 2008

Suburban Building Officials Conference (SBOC) William F. Bartels Award, 2002

Village of Willowbrook Meritorious Service Award, 2001

Suburban Building Officials Conference (SBOC) President's Award, 2001

Willowbrook Resolution No. 98-R-31 for outstanding service

Willowbrook Resolution No. 97-R-03 for achieving Master Code Official status

Village of Woodridge Employee of the Year, 1991

Village of Woodridge Employee of the Quarter, October 1991

EDUCATION

College of DuPage

Glen Ellyn, IL

Associates in Arts Degree

Northern Illinois University

DeKalb, IL

Liberal Arts - Coursework

Downers Grove North High

Downers Grove, IL

College prep courses

National Honor Society member

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF FINANCE – SUZANNE M. STANISH

AGENDA NO. 15**AGENDA DATE:** 05/11/09**STAFF REVIEW:****SIGNATURE:** _____**LEGAL REVIEW:****SIGNATURE:** _____**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** _____**REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)****ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

The attached agreement provides terms for employment of the Director of Finance. A copy of her resume will be provided at the Board meeting.

ACTION PROPOSED:

ADOPT THE RESOLUTION

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH THE DIRECTOR OF FINANCE - SUZANNE M. STANISH

WHEREAS, the Village of Willowbrook has retained the services of Suzanne M. Stanish as its Director of Finance and,

WHEREAS, the President and Board of Trustees of the Village of Willowbrook have determined that it is in the best interest of the Village to enter into an Agreement with Suzanne M. Stanish to define the services to be rendered and the compensation to be paid for same in accordance with the copy of the Agreement attached hereto as Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized to execute the Agreement appended hereto as Exhibit "A", defining the Village's employment relationship with Suzanne M. Stanish.

ADOPTED and APPROVED this 11th day of May, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 11th day of May, 2009, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and SUZANNE M. STANISH (sometimes hereinafter referred to as the "EMPLOYEE");

WITNESSETH:

WHEREAS, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Director of Finance of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE OF WILLOWBROOK; and,

WHEREAS, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

WHEREAS, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for her to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

WHEREAS, EMPLOYEE desires to be employed as Director of Finance of the VILLAGE upon the terms and conditions hereinafter set forth.

SS

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

SECTION ONE: EMPLOYMENT: The VILLAGE agrees to employ the EMPLOYEE as Director of Finance of the VILLAGE. The EMPLOYEE agrees to be employed as Director of Finance of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of the VILLAGE OF WILLOWBROOK and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Director of Finance. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the President and Village Board and/or Village Administrator may request. She shall report directly to and follow such directions as the Village Administrator shall provide. She shall maintain regular office hours as may from time to time be approved the Village Administrator.

SECTION TWO: TERM: The term of employment under this Agreement shall commence as of May 11, 2009, and shall end on the last day of the term of the incumbent Village President unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the foregoing, such term shall be subject to renegotiation upon the mutual agreement of the parties.



SECTION THREE: TERMINATION AND SEVERANCE PAY:

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, subject only to paragraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position or substantially all of her responsibilities of Director of Finance;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that she resign.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to ninety (90) calendar days of the

EMPLOYEE'S annual salary at the time of termination, plus an additional one (1) calendar week's salary for each completed year of full-time employment, together not to exceed a maximum of one hundred forty (140) calendar days severance pay. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Seven and Nine for a period of ninety (90) calendar days from and after the date of termination, plus an additional one (1) calendar week's benefits for each completed year of full-time employment, together not to exceed a maximum of one hundred forty (140) calendar days benefits, or until EMPLOYEE has obtained new employment, whichever is less.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and fringe benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The provisions of this subparagraph C do not apply should the President and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraph B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing her voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of her position due to illness or injury.

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- Refusal to take any action or perform any duty or responsibility of her position due to her good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraph B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to herself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the President and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with her ability to discharge the duties of her position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, she shall be restored to her



position and all amounts of pay withheld shall be promptly paid to her. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then she shall forfeit her position as the Director of Finance of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to her indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from her position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, the EMPLOYEE shall not be entitled to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the President and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in this Agreement.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.



MAY-08-2009 FRI 11:34 AM Village of Willowbrook

FAX NO. 6303230787

P. 08

I. The EMPLOYEE acknowledges that she has had the opportunity to review the terms of this Agreement with an attorney of her own choosing, prior to the execution of this Agreement.

SECTION FOUR: SALARY: The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ONE HUNDRED TWO THOUSAND AND FIFTY-NINE DOLLARS (\$102,059.00), per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the President and Board of Trustees.

SECTION FIVE: EXTENT OF SERVICES - OUTSIDE ACTIVITIES: EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Administrator.

SECTION SIX: EMPLOYEE'S EXPENSES: The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the expenses of the Director of Finance, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual".

SS

SECTION SEVEN: BENEFITS: The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE OF WILLOWBROOK, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

SECTION EIGHT: PERFORMANCE EVALUATION: The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the President and Board of Trustees.

SECTION NINE: RETIREMENT: It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund. The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

SECTION TEN: VACATION LEAVE: EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. Further, the EMPLOYEE shall be entitled to one (1) additional week of paid vacation leave annually in addition to the leave provided by the "Personnel Manual".

SECTION ELEVEN: RESIDENCY: It is hereby acknowledged that the EMPLOYEE currently resides at 24111 Countryside Drive, Minooka, Illinois, 60447. The VILLAGE

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expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of her office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate her permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than her current residence at 24111 Countryside Drive, Minooka, Illinois 60447, without the approval of the Village Administrator.

SECTION TWELVE: GENERAL PROVISIONS:

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by her are unique and personal. Accordingly, the EMPLOYEE may not assign any of her rights or delegate any of her duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

AD

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE at:**
Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

2. **EMPLOYEE at:**
Suzanne M. Stanish
24111 Countryside Drive
Minoocka, Illinois 60447

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11th day of May, 2009:

**VILLAGE OF WILLOWBROOK, an
Illinois Municipal Corporation**

By: _____
President

ATTEST:

Village Clerk

Suzanne M. Stanish

Suzanne M. Stanish

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 13, 2009 AT 6:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Chairman Tim McMahon at 6:30 p.m.

2. ROLL CALL

Those present at roll call were Trustees Tim McMahon, Sandra O'Connor, Director of Finance Sue Stanish, Village Administrator Phil Modaff, Superintendent of Parks and Recreation Walter Righton and Intern Garret Hummel.

3. APPROVAL OF MINUTES

Minutes of the March, 23 2009 Special Finance and Administration Committee meeting and the March 23, 2009 Executive Session minutes were reviewed and approved.

4. REVIEW MONTHLY REPORTS

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

- Total cash outlay for all Village funds -\$625,971
- Average daily outlay of cash for all Village funds - \$20,193
- Average daily expenditures for the general fund (monthly basis) - \$15,151
- Average daily expenditures for the general fund - \$19,852

5. REVIEW OF REVENUES - May 1, 2008 -March 31, 2009

- Sales tax receipts - \$3,199,252 up 10% from the prior year
- Utility tax receipts - \$1,221,177 up 3.8% from the prior year
- Income Tax receipts - \$823,900 down 09% compared to the prior year
- Places of Eating Tax receipts - \$344,139 up 22% compared to the prior year
- Fines - \$201,091 up 20% compared with the prior year
- Building Permit receipts - \$140,348 down 82% compared with the prior year
- Water sales receipts - \$1,554,393 down 4.2% compared with the prior year
- Hotel/Motel Tax receipts - \$71,810 down 18.6% compared with the prior year

- Motor Fuel Tax receipts \$216,939 down 6.6% compared with the prior year

6. REVIEW - WATERFORD PARK PLAYGROUND EQUIPMENT

Superintendent Righton reviewed the Waterford Park playground design that had been recommended by the Parks and Recreation Commission at its April 7, 2009 meeting. He also reported that based on installation estimates that he had obtained; he included the 3-person orbiter unit that the playground committee desired to have added to the design. From these installation estimates, Mr. Righton was confident the unit could be added to the project and that we could still stay within the overall project budget of \$74,000. The Finance/ Administration Committee expressed its support for the following: 1) Approve the design from Nu Toys Leisure Products as described in Mr. Righton's memo for the playground renovation, including Alternate 2 (three-person Orbiter unit); 2) Waive competitive bidding and approve purchase and delivery of the equipment as described in the proposal from Nu Toys Leisure Products, in an amount not to exceed \$45,749; 3) Authorize Staff to seek competitive bids for professional installation of the equipment and present bid results to the Finance/Administration Committee at its meeting on May 11, 2009.

7. REVIEW - REDESIGN OF VILLAGE WEBSITE

Intern Hummel provided background to the Committee on the project noting that the FY10 budget contains \$18,000 for the redesign of the Village website. Of the 22 RFQ's sent, a total of 7 vendors submitted proposals. After conducting interviews, staff recommended the Village accept the proposal from CivicPlus for a one-time design fee of \$16,536 and a monthly hosting fee of \$225. The Committee supported staff's recommendation to contract with CivicPlus for the redesign of the Village's website.

8. VISITORS BUSINESS

There were no visitors present at the meeting.

9. ADJOURNMENT

The meeting was adjourned at 7:10 p.m.